

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,
Plaintiff,

Case No. 3:19-cv-02281-K

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

**DEFENDANT MATCH GROUP, INC. AND MATCH GROUP, LLC'S
APPENDIX IN SUPPORT OF REPLY IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 56 and Local Civil Rules 56.6 and 79.3, Defendants Match Group, Inc. and Match Group, LLC respectfully submit this Appendix in Support of Reply in Support of Motion for Summary Judgment. Exhibits 79-15, 79-16, 79-17, 79-21, 79-22, 79-25, 79-26, 79-36, 79-37, 79-48, 79-49, 79-50, 79-51, and 80-2 will be filed under seal.¹

Ex.	Description	App. ²
Deposition Excerpts		
64.	Bikram Bandy (FTC 30(b)(6)) Dep. Tr. (Oct. 24, 2022)	App. 1163–1167
65.	Bikram Bandy (FTC 30(b)(6)) Dep. Tr. (Oct. 31, 2022)	App. 1168–1173
66.	Kristina Auderer Dep. Tr. (Nov. 18, 2022)	App. 1174–1182
67.	Michele Watson Dep. Tr. (Feb. 10, 2023)	App. 1183–1192
68.	Melissa Clinchy Dep. Tr. (Feb. 16, 2023)	App. 1193–1198
69.	Mandy Ginsberg Dep. Tr. (Feb. 23, 2023)	App. 1199–1204
70.	Sharmistha Dubey (MGI 30(b)(6)) Dep. Tr. (Mar. 3, 2023)	App. 1205–1211
71.	Adrian Ong Dep. Tr. (Mar. 21, 2023)	App. 1212–1219
72.	Dushyant Saraph (MGL 30(b)(6)) Dep. Tr. (Apr. 6, 2023)	App. 1220–1228
73.	Dushyant Saraph (MGL 30(b)(6)) Dep. Tr. (June 22, 2023)	App. 1229–1237

¹ Per the Court's Orders at Dkt. 216 and 217, Defendants plan to file their sealing motion and supporting documents by December 15, 2023.

² Appendix pagination is continuous from the Appendix filed in Support of Defendants' Motion. *See* Dkt. 206.

Ex.	Description	App.²
74.	Bikram Bandy (FTC 30(b)(6)) Dep. Tr. (June 26, 2023)	App. 1238–1243
75.	Brandon Ward (Defs.’ Usability Expert) Dep. Tr. (July 13, 2023)	App. 1244–1251
76.	Jennifer King (FTC Expert) Dep. Tr. (July 27, 2023)	App. 1252–1257
Hearing Transcript		
77.	Transcript of Proceedings Before the Honorable Irma Carrillo Ramirez, United States Magistrate Judge on Nov. 8, 2022	App. 1258–1337
Document		
78.	MATCHFTC672167 (State of Delaware Certificate of Am.)	App. 1338–1340
Declaration		
79.	Supplemental Declaration of Dushyant Saraph	App. 1341–1721
80.	Declaration of James Langenfeld	App. 1722–1879

[signature page to follow]

Dated: November 6, 2023

/s/ Angela C. Zambrano

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CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2023, I caused true and correct copies of the foregoing to be served on all counsel of record in accordance with Federal Rules of Civil Procedure and this Court's CM/ECF filing system.

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EXHIBIT 64

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION, : Civil Action
Plaintiff, : Case No. 3:19-cv-02281-K
vs. :
MATCH GROUP, INC., a corporation, :
MATCH GROUP, LLC, formerly
MATCH.COM, LLC, a Limited :
Liability Company,
:
Defendant.

Deposition of BIKRAM BANDY, taken on behalf of
Defendant, by Chad Hummel, of Sidley Austin, LLP, at 1501 K
Street, NW, Washington, D.C., commencing at 10:09 a.m., on
October 24, 2022, before Linda C. Marshall, RPR.

APPEARANCES:

FOR THE PLAINTIFF: M. HASAN AIJAZ, Esquire
Federal Trade Commission

FOR THE DEFENDANT: CHAD HUMMEL, Esquire
Sidley Austin, LLP

<p>1 I-N-D-E-X</p> <p>2 Witness</p> <p>3 Page</p> <p>4 Bikram Bandy</p> <p>5 Examination by Mr. Hummel 4</p> <p>6</p> <p>7</p> <p>8 EXHIBITS</p> <p>9 Exhibit 1 Notice of Deposition 9</p> <p>10 Exhibit 2 Plaintiff Initial Disclosure 46</p> <p>11 Exhibit 3 First Amended Complaint 73</p> <p>12 Exhibit 4 Responses to MGI Interrogatories 88</p> <p>13 Exhibit 5 Enforcement Policy Statement 113</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 2</p>	<p>1 Group, Inc. and Match Group, LLC.</p> <p>2 MS. TECKMAN: Jeanette Teckman, in-house counsel for</p> <p>3 Match Group, LLC.</p> <p>4 MS. BRAGG: Taylor Bragg, Sidley Austin, LLC on behalf</p> <p>5 of Match Group, Inc. and Match Group, LLC.</p> <p>6 MR. KITCHENS: And Samuel Kitchens, in-house counsel</p> <p>7 at Match Group, LLC.</p> <p>8 MR. AIJAZ: Hasan Aijaz representing the Federal Trade</p> <p>9 Commission.</p> <p>10 MR. TEPFER: Reid Tepfer with FTC.</p> <p>11 THE VIDEOGRAPHER: Is that everyone?</p> <p>12 Will the court reporter please swear in the witness?</p> <p>13 BIKRAM BANDY,</p> <p>14 having been first duly sworn, was examined and testified as</p> <p>15 follows:</p> <p>16 EXAMINATION</p> <p>17 BY MR. HUMMEL:</p> <p>18 Q Good morning. My name is Chad Hummel. As I just said, I</p> <p>19 represent the defendants in this case, which has been filed by</p> <p>20 the Federal Trade Commission against Match Group, Inc. and Match</p> <p>21 Group, LLC. The case is pending in the Northern District of</p> <p>22 Texas, Dallas division.</p> <p>23 Will you please state your full name for the record?</p> <p>24 A Bikram Bandy.</p> <p>25 Q Mr. Bandy, you are the chief litigation counsel for the</p> <p style="text-align: right;">Page 4</p>
<p>1 P-R-O-C-E-E-D-I-N-G-S</p> <p>2 THE VIDEOGRAPHER: Good morning. We're going on the</p> <p>3 record at 10:09 a.m. on October 24, 2022. Please note that the</p> <p>4 microphones are sensitive and can pick up private conversations.</p> <p>5 Please mute your phones at this time. Audio and video recording</p> <p>6 will continue to take place unless both parties agree to go off</p> <p>7 the record.</p> <p>8 This is media unit one of the video recorded</p> <p>9 deposition of Bikram Bandy taken by counsel for the defendant in</p> <p>10 the matter of Federal Trade Commission versus Match Group, Inc.,</p> <p>11 et al. filed in the United States District Court for the</p> <p>12 Northern District of Texas, Case Number 3:19-CV-02281-K.</p> <p>13 Location of this deposition is Sidley Austin, 1501 K Street</p> <p>14 Northwest, Suite 600, Washington, D.C.</p> <p>15 My name is Gene Aronov representing Veritext and I am</p> <p>16 the videographer. The court reporter is Linda Marshall from the</p> <p>17 firm Veritext. I'm not authorized to administer an oath. I'm</p> <p>18 not related to any party in this session nor am I financially</p> <p>19 interested in the outcome.</p> <p>20 If there are any objections to proceeding, please</p> <p>21 state them at the time of your appearance.</p> <p>22 Counsel and all present, including remotely, you may</p> <p>23 now state your appearances and affiliations for the record.</p> <p>24 MR. HUMMEL: Good morning. My name is Chad Hummel,</p> <p>25 law firm Sidley Austin. I represent the defendants, Match</p> <p style="text-align: right;">Page 3</p>	<p>1 FTC's Bureau of Consumer Protection. Is that correct?</p> <p>2 A That is correct.</p> <p>3 Q And you've held that position for approximately four years?</p> <p>4 A Yes.</p> <p>5 Q You're a lawyer?</p> <p>6 A I am.</p> <p>7 Q Where are you admitted to practice?</p> <p>8 A District of Columbia.</p> <p>9 Q In your role, you advise the Bureau of Consumer Protection</p> <p>10 director on complex litigation matters, true?</p> <p>11 A Among other things, yes.</p> <p>12 Q And you provide legal, strategic and tactical advice to</p> <p>13 case teams who are investigating and litigating consumer</p> <p>14 protection matters, correct?</p> <p>15 A Yes.</p> <p>16 Q And your job also includes providing guidance on</p> <p>17 e-discovery and ESI issues, right?</p> <p>18 A Yes.</p> <p>19 Q And you assist case teams in preparing for hearings and</p> <p>20 trials and advise on appeals that arise from the FTC's Consumer</p> <p>21 Protection cases, true?</p> <p>22 A That is true.</p> <p>23 Q And you're responsible for developing training materials</p> <p>24 and programs for bureau attorneys and investigators, correct?</p> <p>25 A Yes.</p> <p style="text-align: right;">Page 5</p>

<p>1 Q And currently you serve as head of the bureau's -- that's</p> <p>2 the FTC's Bureau of Consumer Protection -- the bureau's</p> <p>3 litigation committee, true?</p> <p>4 A The litigation committee has not been very active lately</p> <p>5 and so, I guess, technically true. But, yeah, we have -- the</p> <p>6 litigation committee has not been. But I am head of the</p> <p>7 litigation committee. I suppose that's true.</p> <p>8 Q Okay. And you also manage special projects relating to the</p> <p>9 bureau's investigation and litigation matters, correct?</p> <p>10 A Yes, that's right.</p> <p>11 Q Okay. As an attorney representing the FTC, you owe a duty</p> <p>12 of loyalty to the FTC. Is that true?</p> <p>13 A Yes.</p> <p>14 Q And you owe a duty of zealous advocacy to the FTC, correct?</p> <p>15 A When I am representing the FTC, of course.</p> <p>16 Q In your position here today, you're not representing the</p> <p>17 FTC. Is that true?</p> <p>18 A I have been designated as a representative under Rule</p> <p>19 30(b)6. So, whatever the legal implications of that are, that</p> <p>20 is what it is. I don't -- that, that's -- I'm here today as the</p> <p>21 corporate designee for the Federal Trade Commission.</p> <p>22 Q That I understand. But even as a corporate designee,</p> <p>23 you're still a lawyer representing the FTC. And in that</p> <p>24 capacity, you owe the FTC a duty of loyalty, correct?</p> <p>25 A I am not counsel for the FTC in this -- in its action</p> <p style="text-align: right;">Page 6</p>	<p>1 Q Who was the director to whom you reported at that time?</p> <p>2 A It was mostly Jessica Rich. For a period of time, it would</p> <p>3 have been Reilly Dolan and for a period of time it was Tom Pahl.</p> <p>4 Q To whom do you currently report?</p> <p>5 A The bureau director.</p> <p>6 Q And who is that now?</p> <p>7 A Samuel Levine.</p> <p>8 Q Have you spoken with Mr. Levine about your testimony here</p> <p>9 today?</p> <p>10 A No.</p> <p>11 Q You were, at some point, the coordinator of the FTC's Do</p> <p>12 Not Call program, correct?</p> <p>13 A Yes.</p> <p>14 Q And prior to your joining the FTC -- well, strike that.</p> <p>15 How many years have you been with the FTC? About ten, roughly?</p> <p>16 A Yes, it was ten years in April of this year.</p> <p>17 Q And before that, you were a partner at McKenna Long and</p> <p>18 Aldridge, right?</p> <p>19 A Correct.</p> <p>20 Q And you were a litigator there?</p> <p>21 A Yes, I was a litigation partner. Before that, a litigation</p> <p>22 associate.</p> <p>23 Q And you attended GW University Law School?</p> <p>24 A I did.</p> <p>25 Q You went to Duke undergrad?</p> <p style="text-align: right;">Page 8</p>
<p>1 against Match Group, Inc. and Match Group, LLC.</p> <p>2 Q Prior to the time that you were chief litigation counsel</p> <p>3 for the FTC's Bureau of Consumer Protection, you were a senior</p> <p>4 staff attorney?</p> <p>5 A That's true.</p> <p>6 Q And you worked in the Washington, D.C. FTC offices when you</p> <p>7 held that title, correct?</p> <p>8 A Can you repeat your question?</p> <p>9 Q Sure. And you worked in Washington, D.C. in the main</p> <p>10 office of the FTC when you were a senior staff attorney?</p> <p>11 A Yes.</p> <p>12 Q All right. And you were a senior staff attorney in the</p> <p>13 Division of Marketing Practices, correct?</p> <p>14 A That's right.</p> <p>15 Q And at that time, you worked on investigations and</p> <p>16 litigation relating to consumer fraud, right?</p> <p>17 A Yes.</p> <p>18 Q Telemarketing fraud, correct?</p> <p>19 A Yes.</p> <p>20 Q And business opportunity scams, is that correct?</p> <p>21 A Yes.</p> <p>22 Q Okay. Prior to the time that you were a senior staff</p> <p>23 attorney, you were counsel to the director of the Bureau of</p> <p>24 Consumer Protection, correct?</p> <p>25 A Yes.</p> <p style="text-align: right;">Page 7</p>	<p>1 A That's correct.</p> <p>2 Q And your undergraduate degree was in 1995. Is that right?</p> <p>3 A That's right.</p> <p>4 (Deposition Exhibit No. 1, marked for identification.)</p> <p>5 BY MR. HUMMEL:</p> <p>6 Q All right. Let's look at what I've marked as Exhibit 1.</p> <p>7 Exhibit 1 is the Notice of Deposition of plaintiff Federal Trade</p> <p>8 Commission served in this case in September 2022. I take it</p> <p>9 you're familiar with this document?</p> <p>10 A I have reviewed it. I've seen it before, yes.</p> <p>11 Q And you're designated to be the FTC's Rule 30(b)6 designee</p> <p>12 on topics one, two and three, correct?</p> <p>13 A Yes.</p> <p>14 Q And the first topic reads, any and all facts in evidence</p> <p>15 supporting the FTC's allegation that Match.com does not have,</p> <p>16 quote, simple mechanisms for a consumer to stop recurring</p> <p>17 charges from being placed on the consumer's credit card, debit</p> <p>18 card, bank account or other financial account as alleged in the</p> <p>19 FTC's complaint. You're designated to testify on that topic?</p> <p>20 A Yes.</p> <p>21 Q You understand that the FTC has alleged that the Match.com</p> <p>22 cancellation mechanism is not simple. The online cancellation</p> <p>23 mechanism is not simple, correct?</p> <p>24 MR. AIJAZ: Objection, misstates the facts.</p> <p>25 THE WITNESS: Can you repeat your question?</p> <p style="text-align: right;">Page 9</p>

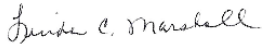
<p>1 CERTIFICATE OF COURT REPORTER</p> <p>2 I, Linda C. Marshall, certify that the foregoing is a</p> <p>3 correct transcript from the record of proceedings in the</p> <p>4 above-entitled matter.</p> <p>5</p> <p>6</p> <p>7 </p> <p>8 Linda C. Marshall, RPK</p> <p>9 Official Court Reporter</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 122</p>	<p>1 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy 5535418</p> <p>3 ACKNOWLEDGEMENT OF DEPONENT</p> <p>4 I, Bikram Bandy, do hereby declare that I</p> <p>5 have read the foregoing transcript, I have made any</p> <p>6 corrections, additions, or changes I deemed necessary as</p> <p>7 noted above to be appended hereto, and that the same is</p> <p>8 a true, correct and complete transcript of the testimony</p> <p>9 given by me.</p> <p>10</p> <p>11 _____</p> <p>12 Bikram Bandy Date</p> <p>13 *If notary is required</p> <p>14 SUBSCRIBED AND SWORN TO BEFORE ME THIS</p> <p>15 _____ DAY OF _____, 20____.</p> <p>16</p> <p>17 _____</p> <p>18</p> <p>19 NOTARY PUBLIC</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 124</p>
<p>1 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy Job No. 5535418</p> <p>3 E R R A T A S H E E T</p> <p>4 PAGE _____ LINE _____ CHANGE _____</p> <p>5 _____</p> <p>6 REASON _____</p> <p>7 PAGE _____ LINE _____ CHANGE _____</p> <p>8 _____</p> <p>9 REASON _____</p> <p>10 PAGE _____ LINE _____ CHANGE _____</p> <p>11 _____</p> <p>12 REASON _____</p> <p>13 PAGE _____ LINE _____ CHANGE _____</p> <p>14 _____</p> <p>15 REASON _____</p> <p>16 PAGE _____ LINE _____ CHANGE _____</p> <p>17 _____</p> <p>18 REASON _____</p> <p>19 PAGE _____ LINE _____ CHANGE _____</p> <p>20 _____</p> <p>21 REASON _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Bikram Bandy Date</p> <p>25</p> <p style="text-align: right;">Page 123</p>	<p>1 maijaz@ftc.gov</p> <p>2 November 10, 2022</p> <p>3 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>4 DEPOSITION OF: Bikram Bandy 5535418</p> <p>5 The above-referenced witness transcript is</p> <p>6 available for read and sign.</p> <p>7 Within the applicable timeframe, the witness</p> <p>8 should read the testimony to verify its accuracy. If</p> <p>9 there are any changes, the witness should note those</p> <p>10 on the attached Errata Sheet.</p> <p>11 The witness should sign and notarize the</p> <p>12 attached Errata pages and return to Veritext at</p> <p>13 errata-tx@veritext.com.</p> <p>14 According to applicable rules or agreements, if</p> <p>15 the witness fails to do so within the time allotted,</p> <p>16 a certified copy of the transcript may be used as if</p> <p>17 signed.</p> <p>18 Yours,</p> <p>19 Veritext Legal Solutions</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 125</p>

EXHIBIT 65

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

-----:
FEDERAL TRADE COMMISSION, :
Plaintiff, :
vs. : Case No.:
MATCH GROUP, INC., a : 3:19-cv-02281-K
corporation, and MATCH GROUP, :
LLC, formerly known as :
MATCH.COM, LLC, a limited :
liability company, :
Defendants. : VOLUME II
-----:

Remote Zoom Deposition of CORPORATE REP OF THE
FEDERAL TRADE COMMISSION
APPEARING REMOTELY
Monday, October 31, 2022
1:30 p.m.
Pages 126 - 221
Reported by: Robert M. Jakupciak, RPR

<p>1 again. I'm sorry. I'm not trying to be difficult, 2 but I want to make sure I'm providing accurate 3 answers and I don't fully understand the question. 4 I'm hesitant to answer.</p> <p>5 Q All right. You understand that the FTC is 6 going to seek an injunction in this case for an 7 alleged violation of ROSCA; right?</p> <p>8 A Yes.</p> <p>9 Q Are the terms of the injunction with 10 respect to the cancellation mechanism going to be, 11 that it's seeking from the Court, going to be Roman 12 III, A through C on pages 6 and 7 of Exhibit 12?</p> <p>13 A When you say A through C, are you talking 14 about the Capital A, Capital B, Capital C?</p> <p>15 Q Yes.</p> <p>16 A Or all of Section III or talking about 17 little, lower case?</p> <p>18 Q Capital A through Capital C.</p> <p>19 A Yes. My testimony is that the injunctive 20 relief that we would ask the Court to impose with 21 respect to Count 5 of the Complaint includes what is 22 Section III of Exhibit 12.</p> <p style="text-align: right;">Page 191</p>	<p>1 MR. AIJAZ: Same objection. It calls for 2 a legal conclusion and the document speaks for 3 itself.</p> <p>4 A I'm not sure. I didn't -- we did not talk 5 about whether the conjunctive relief, if entered by 6 a Court, would prohibit that or not.</p> <p>7 Q You would, sir, agree with me that the 8 negative option policy statement does not on its 9 face preclude save offers, surveys of the reasons 10 why a consumer might be canceling, or an NPS single 11 question unless it causes undue delay; correct?</p> <p>12 MR. AIJAZ: Objection. Calls for a legal 13 conclusion.</p> <p>14 A Yeah, I'm not sure whether the negative 15 option policy statement addresses surveys. And I 16 think based on what I remember you reading from it 17 earlier, I don't think you said the word "survey," 18 but, so I guess I have to answer no to that 19 question.</p> <p>20 Q The negative option policy statement on 21 this issue does not reference surveys. Do you 22 agree?</p> <p style="text-align: right;">Page 193</p>
<p>1 Q Would you agree with me that Capital A, 2 Subsection little C would preclude Match from having 3 a save offer in its cancellation flow --</p> <p>4 MR. AIJAZ: Objection. Calls --</p> <p>5 BY MR. HUMMEL:</p> <p>6 Q -- even if it doesn't cause undue delay?</p> <p>7 MR. AIJAZ: Objection. Calls for a legal 8 conclusion and the document speaks for itself.</p> <p>9 A Yeah, I don't know what -- it did not come 10 up in my preparation as to how -- whether this 11 injunction, this injunctive language if entered by a 12 Court would prohibit a save offer or not.</p> <p>13 Q Would it preclude a survey of the reason 14 why a consumer was canceling?</p> <p>15 MR. AIJAZ: Same objection. Calls for a 16 legal conclusion, and the other one I said, and the 17 document speaks for itself.</p> <p>18 A I think so, but I'm not sure. It didn't 19 come up in my preparation.</p> <p>20 Q Would it preclude a one-question survey 21 that asked for a data point from a consumer from 22 which Match could calculate a net promoter score?</p> <p style="text-align: right;">Page 192</p>	<p>1 MR. AIJAZ: Objection. Vague.</p> <p>2 A I mean I think you are trying to test the 3 bounds of my memory here. I mean the negative 4 option policy statement sort of speaks for itself. 5 It either says it or it doesn't.</p> <p>6 I don't remember that, the survey being in 7 there. I don't recall that you said that when you 8 read some lines from it. When you read those lines, 9 it did sound like my recollection of language that 10 was in the negative option policy statement. So I 11 don't think it's in there, but if it is, then it's a 12 fault of my memory, not because that's the FTC's 13 position.</p> <p>14 Q Does a cancellation flow that includes an 15 action by a consumer that is objectively unnecessary 16 to cancel violate ROSCA?</p> <p>17 MR. AIJAZ: Objection. Calls for a legal 18 conclusions and calls for speculation.</p> <p>19 A I think it is the FTC's position -- I'm 20 not sure. I'm not sure. I think it's when you have 21 steps in a cancellation flow that are objectively 22 unnecessary, it certainly is relevant to whether a</p> <p style="text-align: right;">Page 194</p>

<p>1 cancellation is simple for purposes of ROSCA.</p> <p>2 Q Isn't it true, sir, that a cancellation</p> <p>3 flow that includes steps that are objectively</p> <p>4 unnecessary to cancel, if those steps do not cause</p> <p>5 undue delay, does not violate ROSCA?</p> <p>6 MR. AIJAZ: Objection. Calls for a legal</p> <p>7 conclusion, calls for a hypothetical, speculation.</p> <p>8 A I think you are trying to read that or</p> <p>9 restate that footnote from the negative option</p> <p>10 policy statement. So I mean I feel like it's</p> <p>11 testing my memory of like what the negative option</p> <p>12 policy statement words are.</p> <p>13 Q Let me interrupt you. I'm really not.</p> <p>14 Let me rephrase the question and withdraw that one.</p> <p>15 Here is the question.</p> <p>16 So the FTC promulgates these negative</p> <p>17 option guidelines, right, and they are supposed to</p> <p>18 provide some meat around the bones of a single word</p> <p>19 that the statute uses, which is "simple," right?</p> <p>20 They are supposed to do that? Would you agree with</p> <p>21 me on that?</p> <p>22 MR. AIJAZ: Objection. Calls for facts</p> <p style="text-align: right;">Page 195</p>	<p>1 Q How is a business supposed to know what it</p> <p>2 can or can't do with respect to a cancellation flow</p> <p>3 without objective guidance from Congress or the</p> <p>4 Federal Trade Commission?</p> <p>5 MR. AIJAZ: Objection. Assumes facts not</p> <p>6 in evidence and outside the scope of the notice.</p> <p>7 A So I think that there are -- first of all,</p> <p>8 simple, it's a plain English word, and I do think</p> <p>9 the negative option policy statement gives some</p> <p>10 guidance as to what kinds of things businesses</p> <p>11 should be thinking about when they are designing a</p> <p>12 cancellation mechanism.</p> <p>13 And I think the general gist of what the</p> <p>14 negative option policy statement is getting at, and</p> <p>15 it's not exclusive, but it's providing some</p> <p>16 guidance, some meat on the bones as you said</p> <p>17 earlier, is that it has to be easy to use, easy to</p> <p>18 find, a mechanism that when a consumer decides that</p> <p>19 they want to cancel, that they can do that without</p> <p>20 too much difficulty.</p> <p>21 I think that that's built into the term</p> <p>22 "simply," I think the commission has put some meat</p> <p style="text-align: right;">Page 197</p>
<p>1 not in evidence.</p> <p>2 BY MR. HUMMEL:</p> <p>3 Q I'm just trying to set the stage for a</p> <p>4 question and it's really not rhetorical. How in the</p> <p>5 world is a business supposed to know how to</p> <p>6 construct a cancellation flow and whether they</p> <p>7 violate ROSCA or not, that requires a simple</p> <p>8 cancellation mechanism, if nowhere in the guidelines</p> <p>9 is it prohibited to have objectively unnecessary</p> <p>10 steps if it doesn't cause undue delay? How is a</p> <p>11 business supposed to conduct itself?</p> <p>12 MR. AIJAZ: Objection. Form and outside</p> <p>13 the scope of the notice.</p> <p>14 Q We are in like Koska land.</p> <p>15 A I think --</p> <p>16 MR. AIJAZ: Objection. Argumentative.</p> <p>17 MR. HUMMEL: It is. I withdraw that</p> <p>18 comment.</p> <p>19 BY MR. HUMMEL:</p> <p>20 Q Can you answer my question, please?</p> <p>21 A I think it might help for you to point me</p> <p>22 to where the question was.</p> <p style="text-align: right;">Page 196</p>	<p>1 on the bones through the guides. There have been</p> <p>2 some -- there is some case law on ROSCA, there is</p> <p>3 some enforcement actions that have been brought,</p> <p>4 that we talked about the ABCmouse one that provides</p> <p>5 some guidance on that. So there are plenty of</p> <p>6 resources that a business can turn to to get some</p> <p>7 guidance on that.</p> <p>8 And also specifically here I think you had</p> <p>9 a lot of Match employees that had identified ways to</p> <p>10 make, that identified that the cancellation flow was</p> <p>11 a mess, was confusing, and they offered ideas for</p> <p>12 how they could make the process simpler.</p> <p>13 Q I have a number of questions that followed</p> <p>14 up on that. One; you are not aware of a single case</p> <p>15 that defined "simple" for purposes of a company's</p> <p>16 compliance with ROSCA, are you? A single judicial</p> <p>17 decision?</p> <p>18 MR. AIJAZ: Objection. Not in the scope</p> <p>19 of testimony. Not in the scope of the notice.</p> <p>20 A I didn't look into that, but I want to say</p> <p>21 that maybe the summary judgment decision in my life</p> <p>22 may have addressed it, but I'm not certain about</p> <p style="text-align: right;">Page 198</p>

<p>1 that.</p> <p>2 Q Okay. The second question. How is a</p> <p>3 company supposed to know, Match in particular, what</p> <p>4 an objectively unnecessary step is in the</p> <p>5 cancellation flow if you can't even define it?</p> <p>6 MR. AIJAZ: Objection. Misstates</p> <p>7 testimony, outside the scope of the notice.</p> <p>8 A Yeah, I didn't say that I couldn't define</p> <p>9 it.</p> <p>10 Q Okay. Please define what an objectively</p> <p>11 unnecessary step to cancel is.</p> <p>12 A It's a step that a reasonable person would</p> <p>13 not feel was necessary to cancel.</p> <p>14 Q And that would include a save offer?</p> <p>15 MR. AIJAZ: Objection. Calls for a legal</p> <p>16 conclusion.</p> <p>17 Q Survey?</p> <p>18 MR. AIJAZ: Objection. Calls for a legal</p> <p>19 conclusion. Form. Wasn't even a question.</p> <p>20 A As I said before, probably, but not sure.</p> <p>21 But I think a survey would probably be objectively</p> <p>22 unnecessary to cancel.</p> <p style="text-align: right;">Page 199</p>	<p>1 testimony like which of these are ROSCA-related,</p> <p>2 like not, you know, within simple mechanism and</p> <p>3 cancel and which of these would be, you know,</p> <p>4 fencing in because they go beyond what ROSCA</p> <p>5 prohibits. I didn't parse it out that way because I</p> <p>6 don't know that it mattered much for my preparation</p> <p>7 in that its either a violation of ROSCA or it's</p> <p>8 fencing in.</p> <p>9 MR. HUMMEL: Taylor, could you please mark</p> <p>10 tab 188? The next in order will be Exhibit 13, and</p> <p>11 Mr. Bandy, you will need to refresh.</p> <p>12 (Bandy Exhibit Number 13</p> <p>13 was marked for identification.)</p> <p>14 THE WITNESS: I just refreshed and it</p> <p>15 didn't come up.</p> <p>16 MR. HUMMEL: Yeah. It takes a minute.</p> <p>17 THE WITNESS: Okay. I see it. I have the</p> <p>18 Exhibit 13 open.</p> <p>19 BY MR. HUMMEL:</p> <p>20 Q Okay. Do you recognize that, Exhibit 13?</p> <p>21 Is it a letter that counsel from Match sent to the</p> <p>22 FTC on August 6, 2019?</p> <p style="text-align: right;">Page 201</p>
<p>1 Q And so it's the FTC's position now, after</p> <p>2 they have sued Match and after Match designed its</p> <p>3 flow, the FTC's position now, that a step that is</p> <p>4 objectively unnecessary to cancel violates ROSCA?</p> <p>5 MR. AIJAZ: Objection. Misstates the</p> <p>6 testimony and assumes facts not in evidence.</p> <p>7 A Yeah, that's not, that's not what I said</p> <p>8 and that's not what this Order means. The Order is</p> <p>9 not purporting to define what user isn't a violation</p> <p>10 of ROSCA, because in any Order you can have some</p> <p>11 fencing in, which is conduct that may not</p> <p>12 necessarily be, violate the law, but is nonetheless</p> <p>13 enjoined because the defendant's actions warrant</p> <p>14 certain steps that maybe go beyond just simple</p> <p>15 compliance with law to ensure that future violations</p> <p>16 of law do not occur.</p> <p>17 Q So again, going back to Exhibit 12, page 6</p> <p>18 and 7, capital A, little subsection C, is it your</p> <p>19 testimony that that's fencing in?</p> <p>20 MR. AIJAZ: Objection. Calls for a legal</p> <p>21 conclusion.</p> <p>22 A So I didn't parse in preparation of my</p> <p style="text-align: right;">Page 200</p>	<p>1 A I did review this letter in preparation</p> <p>2 for my testimony, so yes, I have seen this letter</p> <p>3 before.</p> <p>4 Q Right. And have I correctly described the</p> <p>5 letter? It's a letter that Match's counsel then,</p> <p>6 Linda Goldstein, sent to the FTC on August 6, 2019?</p> <p>7 A Yes.</p> <p>8 Q Did the FTC receive that letter?</p> <p>9 A Yes.</p> <p>10 MR. HUMMEL: Taylor could you mark tab 189</p> <p>11 as next in order, Exhibit 14?</p> <p>12 (Bandy Exhibit Number 14</p> <p>13 was marked for identification.)</p> <p>14 THE WITNESS: Let me know when you upload</p> <p>15 it and I will know when to refresh.</p> <p>16 MS. BRAGG: It should be there now.</p> <p>17 THE WITNESS: It is.</p> <p>18 BY MR. HUMMEL:</p> <p>19 Q Do you recognize Exhibit 14, sir, as a</p> <p>20 letter sent by counsel for Match Group, Inc. to the</p> <p>21 FTC on May 20, 2022?</p> <p>22 A I did not review this letter in</p> <p style="text-align: right;">Page 202</p>


<p>1 signing happens on a separate track than a motion to 2 compel further answers. In other words, we are not 3 conceding this deposition is concluded because we 4 may have disputes, but we can talk about that 5 off-line. And, Mr. Bandy, I appreciate your time 6 and preparation here and we may have some disputes 7 that I will raise with litigation counsel. Okay -- 8 THE WITNESS: That works. Thank you. 9 VIDEOGRAPHER: The time now is 3:57 p.m. 10 This concludes the testimony given by Bikram Bandy. 11 Thank you, sir. 12 (Whereupon, at 3:57 p.m., the 13 deposition of BIKRAM BANDY 14 was concluded.) 15 * * * * * 16 17 18 19 20 21 22</p> <p style="text-align: right;">Page 219</p>	<p>1 UNITED STATES OF AMERICA) 2 ss: 3 DISTRICT OF COLUMBIA) 4 I, ROBERT M. JAKUPCIAK, an RPR and Notary 5 Public within and for the District of Columbia do 6 hereby certify: 7 That the witness whose deposition is 8 hereinbefore set forth, was duly sworn and that the 9 within transcript is a true record of the testimony 10 given by such witness. 11 I further certify that I am not related to 12 any of these parties to this action by blood or 13 marriage and that I am in no way interested in the 14 outcome of this matter. 15 IN WITNESS WHEREOF, I have hereunto set my 16 hand this 14th d  17 18 19 20 21 My Commission Expires: Job No. TX5554644 22 February 29, 2024</p> <p style="text-align: right;">Page 221</p>
<p>1 A C K N O W L E D G M E N T O F D E P O N E N T 2 3 4 I, BIKRAM BANDY, do hereby acknowledge I 5 have read and examined the foregoing pages of 6 testimony, and the same is a true, correct and 7 complete transcription of the testimony given by 8 me, and any changes or corrections, if any, appear 9 in the attached errata sheet signed by me. 10 11 12 13 14 15 16 17 18 19 20 _____ Date BIKRAM BANDY 21 Job No. TX5554644 22</p> <p style="text-align: right;">Page 220</p>	<p>1 M. HASAN AIJAZ, ESQUIRE 2 maijaz@ftc.gov 3 November 14, 2022 4 RE: Federal Trade Commission v. Match Group, Inc., Et Al. 5 10/31/2022, Bikram Bandy , Corp Rep - Vol 2 (#5554644) 6 The above-referenced transcript is available for 7 review. 8 Within the applicable timeframe, the witness should 9 read the testimony to verify its accuracy. If there are 10 any changes, the witness should note those with the 11 reason, on the attached Errata Sheet. 12 The witness should sign the Acknowledgment of 13 Deponent and Errata and return to the deposing attorney. 14 Copies should be sent to all counsel, and to Veritext at 15 errata-tx@veritext.com. 16 17 Return completed errata within 30 days from 18 receipt of testimony. 19 If the witness fails to do so within the time 20 allotted, the transcript may be used as if signed. 21 22 Yours, 23 Veritext Legal Solutions 24 25</p> <p style="text-align: right;">Page 222</p>

EXHIBIT 66

<p>1 Q. Just ask if you can confirm that that's 2 the subpoena that you received. 3 A. Yes. 4 Q. Okay. Great. 5 MR. HUMMEL: Did we mark it as an 6 exhibit number, Counsel? 7 MR. MOON: A. 8 MR. HUMMEL: A? 9 MR. MOON: Wait, it shouldn't be A. 10 I'm sorry. We're doing numbers. My mistake. 11 Exhibit 1. 12 MR. HUMMEL: Let's go off the record 13 for a second. 14 (Off-the-record discussion.) 15 (Exhibit 1 marked.) 16 Q. Have you ever given a deposition before, 17 Ms. Auderer? 18 A. No. 19 Q. And let me tell you a few things that will 20 kind of help move things along today. I do think it 21 will take most of the day today for your deposition. 22 We'll try to take breaks every hour. If you feel 23 like you need a break other than once an hour, 24 please let me know, and I'll be happy to accommodate 25 that.</p> <p style="text-align: right;">Page 6</p>	<p>1 A. Yes. 2 Q. Okay. It's important for the purposes of 3 keeping a clean record that we try to, first of all, 4 keep our answers verbal instead of shaking or 5 nodding, so you're doing good so far. 6 A. Okay. 7 Q. That's something that trips people up. 8 It's helpful to help our court reporter get a good 9 record. 10 And then the other thing we need to try to 11 do is try not to talk over one another. So I'm 12 going to work really hard to make sure that I let 13 you finish your answer before I interrupt with a 14 question and vice versa. 15 A. Okay. 16 Q. Is that agreeable? 17 A. Yes. 18 Q. Okay. So my understanding is that you 19 previously worked for Match.com; is that correct? 20 A. Yes. 21 Q. Can you tell me over what time period you 22 worked for Match? 23 A. 2005 -- August 2005 until October 2016. 24 Q. Okay. It's my understanding that there 25 are several different corporate entities that are</p> <p style="text-align: right;">Page 8</p>
<p>1 We're going to take about an hour-long 2 lunch break. Mr. Hummel has a function that he 3 needs to attend, and so we're going to try to do 4 that. 5 So if we do take a break, especially an 6 unscheduled break, there may be a question on the 7 table for you. And I would like for you to just 8 answer the question and then you can have a break. 9 A. Okay. 10 Q. Is that agreeable? 11 A. Yes. 12 Q. Okay. From time to time, the lawyers are 13 going to make an objection. It's for the record. 14 There's not going to be a Court here. There may be 15 some discussion between counsel. The proper thing 16 to do there is just kind of let us say our piece and 17 then go ahead and answer the question. At that 18 point, if you need me to repeat myself, I'll be 19 happy to do so. 20 It's very important to me that you 21 understand what I'm asking you. And so if at any 22 point I ask you a question that you don't think you 23 understand, please let me know and I'll be happy to 24 repeat it or rephrase it for you. 25 Is that agreeable?</p> <p style="text-align: right;">Page 7</p>	<p>1 under the Match Group umbrella. 2 Do you know which corporate entity you 3 actually worked for? 4 A. Match.com and -- it was Match.com at that 5 point. And also that was my main role, but I was 6 technically over Chemistry and People Media. And I 7 believe that's it. 8 Q. Okay. Those are other dating platforms? 9 A. Yes. 10 Q. Okay. And you said Match.com. 11 Is there a corporate entity called 12 Match.com, LLC? 13 A. There may have been at that point. I know 14 it changed to Match Group maybe around that time 15 that I was there. So... 16 Q. That was going to be my next question. It 17 was my understanding that there was an entity called 18 Match.com, LLC, that subsequently changed its name 19 to Match Group, LLC. 20 A. Yes, sir. 21 Q. Is that correct? 22 A. Yes. 23 Q. And is that the entity that you worked 24 for? 25 A. Yes.</p> <p style="text-align: right;">Page 9</p>

<p>1 Q. Okay. Did you ever work for any other 2 corporate entity within the Match framework? 3 A. Can you clarify "corporate entity"? 4 Q. Another -- like another incorporated or 5 another LLC. 6 A. No. Just -- the other sites were People 7 Media and Chemistry.com. 8 Q. Okay. Are those companies or are you 9 referring to just the platform? 10 A. They are -- yes, just websites. 11 Q. Do you know if those websites were run by 12 separate companies other than Match Group, LLC? 13 A. They were not. 14 Q. And the actual salary that you were paid, 15 were for you actually paid by Match.com, LLC? 16 A. Yes. 17 Q. Okay. Go ahead. 18 A. Actually, they were under the IAC umbrella 19 at one point. I believe when they went public at a 20 certain point in time, then it maybe moved over to 21 being known as Match or Match Group. I'm not 22 exactly sure of the timeline. 23 Q. Okay. 24 A. It's possible maybe my check said IAC. 25 Q. Okay. And I'm glad you brought that up.</p> <p style="text-align: right;">Page 10</p>	<p>1 about Match Group, Inc. 2 Do you know if -- can you make that 3 distinction? 4 MR. HUMMEL: Foundation, vague. 5 Q. You can answer. 6 A. Primarily I would have -- anything I 7 referred to would have been just Match.com, the 8 website, whatever that may have been considered as a 9 company. At that time, my interaction with any of 10 the other pieces of Match Group would have been very 11 small, maybe less than 5 percent of my time. 12 Q. Okay. I'm just trying to understand, 13 like, if -- that's okay. We're going to get into 14 some emails that might clarify this. 15 Focusing on the 2013 to 2016 time frame, 16 can you give us just a brief overview of what your 17 job responsibilities were for Match? 18 A. I can try to. It has been a while, so the 19 time frames may not be exact, but I can try to 20 answer that. 21 I believe at that point I would have been 22 director of customer care operations. I possibly 23 could have been a senior manager and then, you know, 24 ready to be promoted into that, but it would have 25 been either one of those two roles.</p> <p style="text-align: right;">Page 12</p>
<p>1 Just to clarify, for the purposes of my questions 2 today, I'm going to be focusing primarily on the 3 2013 time frame going forward. 4 A. Okay. 5 Q. So during that time period, do you think 6 you were paid by Match Group, LLC? 7 A. I believe so. 8 MR. HUMMEL: Counsel, sorry to 9 interrupt. We have a lawyer who wants to be allowed 10 into the Zoom. 11 MR. MOON: I would like to get the 12 names of anybody that attends remotely also. Does 13 she have the ability to announce who she is? 14 MR. HUMMEL: I can do it. Jeanette 15 Teckman has joined by Zoom. She's in-house counsel 16 at Match. 17 MR. MOON: Great. 18 Q. So did you and your fellow employees ever 19 use the term "Match Group" amongst each other when 20 you were talking about company business? 21 A. I don't recall. 22 Q. Okay. I'm trying to understand -- so, for 23 example, in an email if you guys are talking about 24 Match Group, I'm trying to figure out if you're 25 talking about Match Group, LLC, or you're talking</p> <p style="text-align: right;">Page 11</p>	<p>1 Q. Okay. Is there a difference between those 2 two in terms of the responsibilities? 3 A. Yes. The director probably has more 4 responsibility, I would say. It's considered a 5 promotion. It would entail a lot of the same work 6 as the senior manager but then also other 7 responsibilities. But at the same time, the 8 director could have senior managers reporting to 9 them, so some of the work might be delegated. I'm 10 not sure how to better explain it. 11 Q. That's okay. I think that will work. 12 Both of those titles, would that primarily 13 be involved with interacting with Match customers 14 and handling complaints, that sort of thing? 15 A. Yes. 16 Q. Okay. Who did you report to within the 17 company? 18 A. At different times, different people. 19 Around 2013, is that the time frame you want me to 20 speak about? 21 Q. Right. 22 A. I probably had three different people I 23 reported to between 2013 and the time that I left in 24 2016. Starting in 2013, it was probably, around 25 that time frame, Michele Watson.</p> <p style="text-align: right;">Page 13</p>

<p>1 Q. What was Ms. Watson's title?</p> <p>2 A. She was -- and a lot of people that I</p> <p>3 worked with had a lot of different roles and</p> <p>4 promotions and different things over different</p> <p>5 times, so it's a lot to remember.</p> <p>6 She at that point would have probably been</p> <p>7 either senior director of customer care or she may</p> <p>8 have been promoted to VP at that point. I believe</p> <p>9 she was at a VP level when she left.</p> <p>10 Q. Okay. Would it be easier to talk -- so I</p> <p>11 guess there's also other people we're about to talk</p> <p>12 about.</p> <p>13 Would it be easier to talk in terms of</p> <p>14 function versus title or would that help at all?</p> <p>15 A. They basically all had a very similar</p> <p>16 function. It was just, you know, people that came</p> <p>17 and went.</p> <p>18 Q. Uh-huh.</p> <p>19 A. It wasn't anything to do with my job</p> <p>20 changing or different departments or anything like</p> <p>21 that.</p> <p>22 Q. Okay. So Michele Watson. And who else,</p> <p>23 in order?</p> <p>24 A. When she left -- and I don't know the, you</p> <p>25 know, exact time frame -- Adrian Ong.</p> <p style="text-align: right;">Page 14</p>	<p>1 things. So that would have been the major purpose</p> <p>2 of that.</p> <p>3 Q. What was the relationship between</p> <p>4 Mr. Galeraud's company Meetic Corp. and Match --</p> <p>5 Match Group, LLC, if you know?</p> <p>6 A. Can you clarify what you...</p> <p>7 Q. Was he -- was Meetic, is that a separate</p> <p>8 company from Match Group, LLC?</p> <p>9 A. There was Match International at one point</p> <p>10 that encompassed different countries and just a</p> <p>11 Match.com site for that particular country. And I</p> <p>12 don't know if it was considered, you know, Match</p> <p>13 Group or LLC.</p> <p>14 Meetic was, I believe, maybe a site or</p> <p>15 company that Match bought, so we were still kind of</p> <p>16 all considered Match -- anything that they -- emails</p> <p>17 they responded to or anything like that, I believe,</p> <p>18 would be, you know, considered Match. It wouldn't</p> <p>19 be referred to as -- nothing I did was ever referred</p> <p>20 to as Meetic, if that makes sense.</p> <p>21 Q. I think so.</p> <p>22 So -- and so you mentioned a couple of</p> <p>23 platforms; Chemistry, People Media. We have talked</p> <p>24 about Meetic.</p> <p>25 Are there any other platforms that you --</p> <p style="text-align: right;">Page 16</p>
<p>1 Q. Okay. And do you -- I hesitate to ask you</p> <p>2 this, but do you know what his title was?</p> <p>3 A. Well, he was, I believe, VP over customer</p> <p>4 care, and then billing and fraud were also combined</p> <p>5 into his role at that time.</p> <p>6 Q. Okay. And then who else?</p> <p>7 A. Vincent Galeraud. He worked for Meetic.</p> <p>8 And at that point, we kind of became a global</p> <p>9 customer care department. I don't know. And he was</p> <p>10 managing some international pieces as well as my</p> <p>11 team, but I was still just North America. I had the</p> <p>12 same position.</p> <p>13 Q. Was there a reconsolidation of those</p> <p>14 departments at one point so you kind of centralized</p> <p>15 your customer care function?</p> <p>16 A. Yes.</p> <p>17 Q. Can you explain how that worked?</p> <p>18 A. I believe it was after the company went</p> <p>19 public. And in order to utilize the resources best</p> <p>20 as far as call centers and things of that nature, we</p> <p>21 ended up partnering or kind of consolidating with</p> <p>22 some international sites. And like I mentioned,</p> <p>23 Chemistry and People Media were part of that --</p> <p>24 Q. Okay.</p> <p>25 A. -- and shared call center resources and</p> <p style="text-align: right;">Page 15</p>	<p>1 let me back up.</p> <p>2 So you guys -- your organization provided</p> <p>3 customer support for Chemistry and for People Media?</p> <p>4 A. Yes.</p> <p>5 Q. Any other platforms?</p> <p>6 A. I feel like there was one but I can't</p> <p>7 remember the name.</p> <p>8 Q. Okay. Plenty of Fish?</p> <p>9 A. They did buy Plenty of Fish, but</p> <p>10 nothing -- I don't know if you want me to give</p> <p>11 additional information when I answer. I'm trying</p> <p>12 not to be verbose.</p> <p>13 Q. No, go ahead, please.</p> <p>14 A. Nothing at -- we didn't include any of</p> <p>15 their customer care or do anything with that. What</p> <p>16 I worked with was the core group of Match, People</p> <p>17 Media, Chemistry. Like I said, I believe there was</p> <p>18 one other site. I didn't interact with</p> <p>19 International.</p> <p>20 Plenty of Fish, Tinder, OkCupid were other</p> <p>21 sites that Match either obtained some way or were</p> <p>22 sort of under their umbrella, but those were not in</p> <p>23 the customer support group that I was in. They had</p> <p>24 their own employees.</p> <p>25 Q. OkCupid and Tinder were not under your</p> <p style="text-align: right;">Page 17</p>

<p>1 customer experience, right?</p> <p>2 A. Yes.</p> <p>3 Q. And in one email, you even wrote, Let's</p> <p>4 make the cancellation flow simpler. Correct?</p> <p>5 A. Yes.</p> <p>6 Q. Now, let me go to a couple other</p> <p>7 questions.</p> <p>8 Did you ever compare or systematically</p> <p>9 compare the relative simplicity of subscribing to</p> <p>10 Match.com versus cancelling Match.com?</p> <p>11 Do you see what I'm saying?</p> <p>12 A. I do see what you're saying. I don't</p> <p>13 remember ever comparing them.</p> <p>14 Q. That is the registration and the</p> <p>15 subscription versus the cancellation.</p> <p>16 A. The registration and subscription would</p> <p>17 have been different steps from each other.</p> <p>18 Q. Okay.</p> <p>19 A. Because the registration wouldn't involve</p> <p>20 payment information or anything like that. But say</p> <p>21 we're talking about subscribing since we're talking</p> <p>22 about refunds and all of that --</p> <p>23 Q. Yeah.</p> <p>24 A. -- compared to -- either way, I wouldn't</p> <p>25 be able to say -- there are a number of steps in</p> <p style="text-align: right;">Page 206</p>	<p>1 I don't think I provided a design or anything of</p> <p>2 what would happen after that.</p> <p>3 Q. Right.</p> <p>4 And you wouldn't -- did you have a view</p> <p>5 about whether or not you would require a password in</p> <p>6 light of the auto sign-in function and the fraud</p> <p>7 possibility?</p> <p>8 A. I think given what I knew at that time, I</p> <p>9 may have felt it was unnecessary to have it there.</p> <p>10 I'm not saying there couldn't have been a business</p> <p>11 reason. But just looking at it from what made sense</p> <p>12 to me and my expertise in working with customers</p> <p>13 would have been, it wasn't necessarily necessary --</p> <p>14 it wasn't necessary there because it was -- they</p> <p>15 were -- they had to be logged in to get to that.</p> <p>16 Q. But you wouldn't dispute that there may</p> <p>17 have been a legitimate business reason to have a</p> <p>18 password wall there, correct?</p> <p>19 A. That's correct.</p> <p>20 Q. I take it your proposed redesign was never</p> <p>21 implemented. That was your testimony, right?</p> <p>22 A. Yes, not while I worked there.</p> <p>23 Q. And so to your knowledge, there was never</p> <p>24 an A/B test to ascertain whether your redesign would</p> <p>25 be simpler or better or more customer friendly than</p> <p style="text-align: right;">Page 208</p>
<p>1 that process.</p> <p>2 Q. Go back, if you would, to that deck we</p> <p>3 were looking at, the third page of Exhibit 8.</p> <p>4 Just be precise for the record if you can,</p> <p>5 where do you consider the cancellation flow to</p> <p>6 start?</p> <p>7 What click does the customer make to enter</p> <p>8 the cancellation flow, from your perspective?</p> <p>9 A. Well, you could say the flow from the very</p> <p>10 time I pull up the site, what are all the steps I</p> <p>11 have to go through get to it. But, I mean, the flow</p> <p>12 is how you get to it. So the settings icon is the</p> <p>13 first thing that they would have to click.</p> <p>14 Q. Okay. So then go to your suggested</p> <p>15 change. So in your suggested change on page 3, how</p> <p>16 many clicks to cancel in your suggested change?</p> <p>17 A. On page 3, I just see --</p> <p>18 Q. Page 4. Sorry. Page 4. It's the account</p> <p>19 settings redesign.</p> <p>20 A. How many total clicks?</p> <p>21 Q. Yes.</p> <p>22 A. Well, there's one on the gear to bring up</p> <p>23 something like this.</p> <p>24 Q. Uh-huh.</p> <p>25 A. And then cancellation would be two clicks.</p> <p style="text-align: right;">Page 207</p>	<p>1 the actual site?</p> <p>2 A. Not that I ever had knowledge of.</p> <p>3 Q. Okay. And I think I asked you this, but</p> <p>4 you have no information you can provide today as to</p> <p>5 how long it typically took consumers to complete the</p> <p>6 survey that says why I'm cancelling, right?</p> <p>7 A. Time meaning actual time or number of</p> <p>8 clicks?</p> <p>9 Q. Actual time.</p> <p>10 A. No.</p> <p>11 Q. And just to be clear, your goal -- look if</p> <p>12 you would at the third page again with those red</p> <p>13 numbers.</p> <p>14 A. Yes.</p> <p>15 Q. Your goal was to address the costs</p> <p>16 associated with those items in making changes,</p> <p>17 right? In other words, less customer care interface</p> <p>18 with consumers and thus reduce those red numbers,</p> <p>19 right?</p> <p>20 A. My goal was to convince the company to</p> <p>21 make the process -- to clean up the process, and</p> <p>22 that would be one way I would do that by appealing</p> <p>23 to cutting costs.</p> <p>24 Q. But it would be a cost-cutting measure,</p> <p>25 right --</p> <p style="text-align: right;">Page 209</p>

<p>1 A. Yes.</p> <p>2 Q. -- in your view?</p> <p>3 Okay. And by "costs," you mean costs</p> <p>4 associated with Care on those issues?</p> <p>5 A. Yes, specifically.</p> <p>6 Q. Now, you didn't -- during the -- prior to</p> <p>7 the time and during the time you worked at Match,</p> <p>8 you had no formal education in UX, right?</p> <p>9 A. Prior to the time and during the time?</p> <p>10 Q. Yeah, up until 2016.</p> <p>11 A. No. I mean, I was a software developer</p> <p>12 out of college. That's what I went to school for.</p> <p>13 As far as what we would consider like a UX or</p> <p>14 graphical interface, nothing formal.</p> <p>15 Q. And you conducted or supervised no</p> <p>16 usability studies on the Match.com website?</p> <p>17 A. I didn't conduct any, no.</p> <p>18 Q. Okay. Let's talk about the guarantee for</p> <p>19 a minute.</p> <p>20 A. Okay.</p> <p>21 Q. What was the guarantee?</p> <p>22 A. The guarantee was, to my recollection and</p> <p>23 as we talked about earlier, by six months if you</p> <p>24 don't meet someone or meet someone special, whatever</p> <p>25 the wording might have been, in that six months,</p> <p style="text-align: right;">Page 210</p>	<p>1 Q. FTC isn't?</p> <p>2 A. No.</p> <p>3 Q. Have you been promised anything?</p> <p>4 A. No.</p> <p>5 Q. So in connection with the save offer that</p> <p>6 we talked about, any problem generally with</p> <p>7 presenting a save offer to a consumer?</p> <p>8 MR. MOON: Objection; vague.</p> <p>9 A. Are you speaking about something similar</p> <p>10 to the retention three months for the price of one</p> <p>11 offer?</p> <p>12 Q. Yes. Yes.</p> <p>13 A. And your question was is there...</p> <p>14 Q. Anything wrong with doing that.</p> <p>15 MR. MOON: Objection; vague.</p> <p>16 A. I don't ethically see anything wrong with</p> <p>17 offering someone something to entice them to</p> <p>18 continue using a product.</p> <p>19 Q. Regarding the survey, the reason why</p> <p>20 you're leaving, would you agree that the amount of</p> <p>21 people who would take the survey would drastically</p> <p>22 fall if it was placed after the cancellation</p> <p>23 confirmation?</p> <p>24 A. I think that would be safe to say that I</p> <p>25 don't know for a fact.</p> <p style="text-align: right;">Page 212</p>
<p>1 that you would get an additional six months at no</p> <p>2 charge.</p> <p>3 Q. And by "meet someone special," wasn't it</p> <p>4 true that in claiming the guarantee, the consumer</p> <p>5 subscriber decided how that was to be interpreted?</p> <p>6 A. Yes.</p> <p>7 Q. And it's true that Match.com didn't check</p> <p>8 and verify what the user was claiming with respect</p> <p>9 to claiming that guarantee?</p> <p>10 In other words, Match didn't hover over</p> <p>11 that user's shoulder in some way and say, oh, but</p> <p>12 you did meet someone special and yet you're claiming</p> <p>13 money back.</p> <p>14 To your knowledge, did they ever do that?</p> <p>15 A. No, not to my knowledge.</p> <p>16 Q. In your view, was offering a six-month</p> <p>17 guarantee in any way unfair?</p> <p>18 A. Not that I can think of.</p> <p>19 Q. All right. I take it no one is paying you</p> <p>20 for your testimony today?</p> <p>21 A. That's correct.</p> <p>22 Q. I'm not?</p> <p>23 A. No.</p> <p>24 Q. Match isn't?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 211</p>	<p>1 Q. Match had a frequently asked questions</p> <p>2 page; is that correct?</p> <p>3 A. Yes.</p> <p>4 Q. And in those pages, there were discussions</p> <p>5 about how to cancel?</p> <p>6 A. Yes.</p> <p>7 Q. There were links to the cancellation flow?</p> <p>8 A. I don't recall if there were links, but I</p> <p>9 know there were instructions.</p> <p>10 Q. If a consumer wanted to learn how to</p> <p>11 cancel, going to the FAQ page would be a good way to</p> <p>12 learn how to do that, right?</p> <p>13 A. I believe so.</p> <p>14 Q. Now if a consumer called customer care and</p> <p>15 said, I want to cancel my subscription, how would</p> <p>16 the customer care agent handle that?</p> <p>17 A. They would try to make a retention offer</p> <p>18 as well.</p> <p>19 Q. Okay. And would they assist in the</p> <p>20 cancellation?</p> <p>21 A. Yes.</p> <p>22 Q. Would they typically tell users that there</p> <p>23 are numerous ways to contact Match to cancel; phone,</p> <p>24 chat, email, et cetera?</p> <p>25 A. I don't know if they would tell them that</p> <p style="text-align: right;">Page 213</p>

<p>1 if they were just going to cancel. 2 Q. They would just cancel? 3 A. They would probe to find out why the 4 person wanted to cancel, offer an appropriate 5 retention attempt, not something oddball that would 6 make no sense. 7 Q. Right. 8 A. And then if the customer still wished to 9 cancel, they would cancel them. I don't know what 10 instance they would tell them there are these ways 11 to do it unless a person said, What are the ways to 12 do this. 13 Q. Could the customer care agent do the 14 cancellation? 15 A. Yes. 16 Q. And if a consumer said, I just want to 17 cancel, they would do that? 18 A. They would probably try to give them a 19 retention attempt, but they would still take the 20 action the customer wanted -- 21 Q. You oversaw -- 22 A. -- apart from any agent error. 23 Q. Understood. 24 And you oversaw those line agents? 25 A. I oversaw at that point senior managers</p> <p style="text-align: right;">Page 214</p>	<p>1 calling to say, oh, yes, I want to cancel. In my 2 mind, I kind of connect the two. But, yes, that 3 together would be a large reason. 4 Q. What were the circumstances under which 5 you left your employment at Match? 6 A. I had been there for a long time, and I 7 had been in that role for quite a while. There were 8 a lot of -- I'll try to put it in a nutshell. We 9 had -- myself and a couple of the other top managers 10 on our team had worked very hard for the past three 11 years to stabilize the call center management, and I 12 don't know how much you know about that, but it's 13 very difficult to do, so it was quite an 14 accomplishment to get that stabilized as far as 15 attrition or call center management changing in and 16 out. 17 So we put in some hard work to make that 18 happen. And after the company went public, it kind 19 of seemed like some of those things were undone. I 20 don't want to get into why I think this was or 21 wasn't, but the circumstances were basically I 22 was -- I was dissatisfied with maybe not being heard 23 and they were also dissatisfied with me voicing my 24 opinion continually. 25 Q. Were you terminated?</p> <p style="text-align: right;">Page 216</p>
<p>1 who had managers who had supervisors who had the 2 escalation agents in-house and then the -- I would 3 manage the operations of the vendors who employed 4 those frontline agents. 5 Q. Did you ever -- 6 A. So they weren't Match employees. 7 Q. I understand. 8 Did you ever give instructions that were 9 ultimately given to the care agents, Do not make a 10 save offer? 11 A. No. Only in a circumstance maybe where 12 someone said someone died or something very extreme 13 where it would be incredibly inappropriate or 14 insensitive to do that would be like an edge case. 15 Q. Is it true that you are not a fraud 16 expert? 17 A. I would say I have worked with it at 18 multiple places and know more about it than maybe 19 the average Joe on the street, but am I an expert, 20 no. 21 Q. Was a cancellation request a common reason 22 for contacting customer care? 23 A. Cancellation requests could be, when I 24 think of it, kind of coupled in with the after -- 25 after the fact of I got charged, not just everybody</p> <p style="text-align: right;">Page 215</p>	<p>1 A. Not to my knowledge. It was a mutual 2 discussion that I initiated. 3 Q. Were you unhappy about leaving? 4 A. I wished it didn't have to be that way, 5 but at that point, I knew the best thing was to 6 leave. 7 Q. With whom at Match did you have the 8 conversations about leaving principally, if you 9 know? 10 A. Well, the main conversation with Lisa 11 Johnston in HR. 12 Q. Any manager to whom you reported? 13 A. No one I reported to ever brought up any 14 conversations with me about not working there, about 15 being terminated or anything like that. 16 Q. What about you, did you bring up with your 17 management that you thought you should leave? 18 A. I don't -- I don't know that I brought up 19 I should leave, but I feel like I probably had 20 conversations of being dissatisfied or maybe around 21 things like this is -- maybe this is not a fit or if 22 things can't be this way, this may not be the best 23 place or, you know, I feel like I'm being pushed 24 out. There might have been conversations like that. 25 Not where I was, you know, putting in a resignation</p> <p style="text-align: right;">Page 217</p>

<p>1 MR. HUMMEL: You have the right.</p> <p>2 THE WITNESS: Fine. And then if I</p> <p>3 just don't see anything, I don't have to do anything,</p> <p>4 right?</p> <p>5 MR. HUMMEL: You can do nothing under</p> <p>6 the stipulation, correct.</p> <p>7 Off the record.</p> <p>8 (Deposition concluded at 4:11 p.m.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3</p> <p>4 _____</p> <p>(Signature of the Witness)</p> <p>5</p> <p>6</p> <p>7</p> <p>8 THE STATE OF _____</p> <p>9 COUNTY OF _____</p> <p>10</p> <p>11 Subscribed and sworn to before me by the said</p> <p>12 witness, KRISTINA AUDERER, on this the _____ day</p> <p>13 of _____, 2022.</p> <p>14</p> <p>15</p> <p>16 _____</p> <p>Notary Public in and for the</p> <p>State of _____</p> <p>17 County of _____</p> <p>18 My commission expires: _____</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. TX5571821</p>
Page 246	Page 248
<p>1 DEPOSITION CHANGES</p> <p>2 WITNESS: KRISTINA AUDERER</p> <p>3 PAGE NO. LINE NO. CHANGE REASON FOR CHANGE</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p>	<p>1 STATE OF TEXAS)</p> <p>2 COUNTY OF DALLAS)</p> <p>3 I, Michelle L. Munroe, Certified Shorthand</p> <p>4 Reporter in and for the State of Texas, certify that</p> <p>5 the foregoing deposition of KRISTINA AUDERER was</p> <p>6 reported stenographically by me at the time and place</p> <p>7 indicated, said witness having been placed under oath</p> <p>8 by me, and that the deposition is a true record of</p> <p>9 the testimony given by the witness;</p> <p>10 That the amount of time used by each party at</p> <p>11 the deposition is as follows:</p> <p>Mr. Moon - 3 hours, 41 minutes</p> <p>12 Mr. Hummel - 1 hour, 46 minutes</p> <p>13 I further certify that I am neither counsel for</p> <p>14 nor related to any party in this cause and am not</p> <p>15 financially interested in its outcome.</p> <p>16 Given under my hand on this the 7th day</p> <p>17 of December, 2022.</p> <p>18</p> <p>19</p> <p>20</p> <p>21 <i>Michelle L. Munroe</i></p> <p>Michelle L. Munroe, CSR No. 6011</p> <p>22 Commission expires 1-31-24</p> <p>Firm Registration #571</p> <p>23 VERITEXT LEGAL SOLUTIONS</p> <p>300 Throckmorton Street, Suite 1600</p> <p>24 Fort Worth, Texas 76102</p> <p>817.336.3042 telephone</p> <p>25</p>
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EXHIBIT 67

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION,)
Plaintiff,)
v.)Case No. 3:19-cv-02281-K
MATCH GROUP, INC., a)
corporation, and)
MATCH GROUP, LLC, formerly)
known as MATCH.COM, LLC, a)
limited liability company,)
Defendants.)

ORAL DEPOSITION OF
MICHELE WATSON
February 10, 2023
Volume 1

ORAL DEPOSITION OF MICHELE WATSON, Volume 1,
produced as a witness at the instance of the Plaintiff,
and duly sworn, was taken in the above-styled and
numbered cause on the February 10, 2023, from 9:07 a.m.
to 4:40 p.m., before Dana Shapiro, CSR, in and for the
State of Illinois, reported by machine shorthand, at
501 Congress Avenue, Suite 150, Austin, Texas 78701,
pursuant to the Federal Rules of Civil Procedure and
any provisions stated on the record or attached hereto.

<p>1 positions?</p> <p>2 A. I don't recall the specific dates so I'm</p> <p>3 not -- I can't tell you. I can speak in vague terms,</p> <p>4 but I don't recall the specific dates of the</p> <p>5 promotions.</p> <p>6 Q. Certainly. Would you be able to provide a</p> <p>7 general idea of when each of those promotions occurred?</p> <p>8 A. Sure. So I believe within the first six</p> <p>9 months of being there I was promoted to senior director</p> <p>10 of international support. So I was hired as director</p> <p>11 of international support. Was promoted I think it was</p> <p>12 in around six months to senior director, and then I</p> <p>13 know within the first three years I became vice</p> <p>14 president. So year and a half later I'm assuming I</p> <p>15 became senior vice president.</p> <p>16 Q. So for the majority of your --</p> <p>17 A. I'm sorry. Vice president. Not senior</p> <p>18 vice president.</p> <p>19 Q. Is there a difference between senior vice</p> <p>20 president and vice president?</p> <p>21 A. Yes. So I was vice president for five</p> <p>22 years and then promoted to senior vice president</p> <p>23 primarily due to tenure enroll than additional</p> <p>24 responsibilities. Honestly I cannot remember when I</p> <p>25 took on Chemistry, and People Media. If I took that on</p> <p style="text-align: right;">Page 14</p>	<p>1 brought in the Right Now CRM System, implemented that</p> <p>2 for tracking of contacts, reporting of contacts, and</p> <p>3 historical documentation of contacts. And I also</p> <p>4 brought in a phone system that allowed us to be able to</p> <p>5 do IBRs and transfer calls and things of that nature.</p> <p>6 Q. Would you mind explaining what the Right</p> <p>7 Now CRM Software is.</p> <p>8 A. Sure. It's a CRM system. If you are</p> <p>9 familiar with CRM, customer relationship management.</p> <p>10 It's a tool that all frontline employees would use to</p> <p>11 enter information after speaking with a frontline -- I</p> <p>12 mean a front end consumer either via email or phone</p> <p>13 call or later via chat.</p> <p>14 Q. Thank you.</p> <p>15 (WHEREUPON, ERICA HILLIARD entered</p> <p>16 the deposition proceedings.)</p> <p>17 MR. TEPFER: Can we go off the record real quick?</p> <p>18 MR. HUMMEL: Sure.</p> <p>19 MS. HILLIARD: Erica Hilliard with the Federal</p> <p>20 Trade Commission.</p> <p>21 BY MR. TEPFER:</p> <p>22 Q. Ms. Watson, could you tell me why you left</p> <p>23 Match.com.</p> <p>24 A. Sure. I was recruited by walmart.com to go</p> <p>25 lead their eCommerce customer support operation that</p> <p style="text-align: right;">Page 16</p>
<p>1 while I was vice president that feels right, but I</p> <p>2 couldn't swear to it.</p> <p>3 Q. Would you be able to please tell me your</p> <p>4 responsibilities at each of those positions to the best</p> <p>5 of your recollection?</p> <p>6 A. Sure. As the director of international</p> <p>7 customer support I was responsible for providing user</p> <p>8 support for all of the languages that we supported</p> <p>9 outside of the United States and all of the countries</p> <p>10 that we were doing business in. So working with third</p> <p>11 party companies to provide the level of support needed</p> <p>12 for our end user community to contact customer care</p> <p>13 with questions. Also to review profiles, ensure</p> <p>14 accuracy, and to provide feedback regarding the types</p> <p>15 of contacts we were receiving.</p> <p>16 Q. And then for the other positions?</p> <p>17 A. So senior director was the same, that was</p> <p>18 just a change in title with some additional money.</p> <p>19 There was no change in responsibility. And then when I</p> <p>20 was promoted to vice president I was gifted the U.S.</p> <p>21 operation as part of my responsibilities, which was</p> <p>22 certainly their larger portion of the job as far as</p> <p>23 volume. And so I took on the customer support</p> <p>24 requirements for the U.S. operation for our end users.</p> <p>25 I was also responsible for bringing in technology. I</p> <p style="text-align: right;">Page 15</p>	<p>1 was brand new.</p> <p>2 Q. I'm assuming you left on good terms with</p> <p>3 Match?</p> <p>4 A. Uh-huh.</p> <p>5 Q. Who, if you recall, hired you to come work</p> <p>6 at Match?</p> <p>7 A. Carl Leubsdorf.</p> <p>8 Q. Your positions at the company, were they</p> <p>9 considered within the company to be executive level</p> <p>10 positions?</p> <p>11 A. At the end of my tenure, yes.</p> <p>12 Q. Which positions were those that were</p> <p>13 considered executive level positions?</p> <p>14 A. The senior vice president.</p> <p>15 Q. Do you recall who you reported to in your</p> <p>16 position at senior vice president?</p> <p>17 A. The last person I reported to was Ahmerna</p> <p>18 Sombray.</p> <p>19 Q. Mr. Sombray was your direct report; is that</p> <p>20 correct?</p> <p>21 A. Yes.</p> <p>22 Q. Did you report to anyone else?</p> <p>23 A. While I was there I reported to Mandy</p> <p>24 Ginsberg, Mike Perez.</p> <p>25 Q. Did you -- are you finished?</p> <p style="text-align: right;">Page 17</p>

1 A. Yes. I believe there are a couple of
 2 others in there that were short-term, but those were
 3 the major ones.
 4 Q. Do you recall what Ms. Ginsberg's title was
 5 during the time that you reported to her?
 6 A. I do not.
 7 Q. What about Mr. Sombrey's?
 8 A. I believe he was chief operations officer.
 9 Q. Do you happen to know the company that they
 10 were employed by at that time?
 11 A. No.
 12 Q. Did anyone report to you in your position
 13 as senior vice president?
 14 A. Uh-huh.
 15 MR. HUMMEL: Is that yes?
 16 THE WITNESS: Yes.
 17 BY MR. TEPFER:
 18 Q. That makes sense. Was one of those
 19 individuals Kristina Auderer?
 20 A. Yes.
 21 Q. Would you periodically have meetings with
 22 additional executives at Match Group?
 23 A. Yes.
 24 Q. Do you recall the names of those
 25 executives?

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1 A. No.
 2 Q. Would Greg Blatt have been one of those
 3 individuals?
 4 A. Earlier on, yes.
 5 Q. Would Sam Yegan have been one of those
 6 individuals?
 7 A. Earlier on, yes.
 8 Q. In your position as senior vice president,
 9 was one of your responsibilities to track consumer
 10 complaint trends?
 11 A. Yes.
 12 Q. Was one of your responsibilities to propose
 13 changes to the Match platform to address potential
 14 complaint trends?
 15 A. Definitely one of my responsibilities was
 16 to make recommendations based upon the trends we were
 17 seeing.
 18 Q. Would you periodically have meetings with
 19 executives to discuss those customer complaint trends?
 20 A. Yes.
 21 Q. In those meetings would you make those
 22 recommendations you referenced concerning the Match
 23 platform to address consumer complaint trends?
 24 A. In those executive level meetings I would
 25 show the trends, and then I would work directly with

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1 the head of product to make the actual recommendations
 2 as to why I felt like something needed to be changed.
 3 Q. Do you happen to recall at this time any
 4 significant complaint trends that were recurring during
 5 your time at Match?
 6 MR. HUMMEL: Object to form, vague. You can
 7 answer.
 8 BY THE WITNESS:
 9 A. Yes.
 10 BY MR. TEPFER:
 11 Q. Could you tell me some of those.
 12 MR. HUMMEL: Objection, overbroad, calls for
 13 narrative. You can answer.
 14 BY THE WITNESS:
 15 A. I would say I wouldn't put them all in the
 16 complaint category, but the types of contacts we
 17 received, which we would continuously try to improve
 18 the experience of our consumers. So I'm not sure that
 19 I'm willing to say that they are all complaints, but
 20 they are all opportunities for us to refine the
 21 processes. So some were not understanding from a
 22 consumer perspective that their account would auto
 23 renew, and so they were calling for refunds, contacting
 24 us for refunds. That was our -- typically our highest
 25 call volume request was a request for a refund because

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1 of being unaware of the auto renewal.
 2 We would have end users contact us because
 3 of the lack of responses they were receiving from other
 4 end users. So again, you could say it's a complaint,
 5 but it's more feedback, you know, in what can we do to
 6 help support those end consumers.
 7 BY MR. TEPFER:
 8 Q. Do you recall if there was a recurring
 9 issue of customers contacting Match relating to issues
 10 with the six month guarantee?
 11 MR. HUMMEL: Could I have that read back, please.
 12 (WHEREUPON, the record was read
 13 as requested.)
 14 MR. HUMMEL: Objection, vague. You can answer.
 15 BY THE WITNESS:
 16 A. Did we receive contacts from end consumers
 17 regarding the six month guarantee? Yes.
 18 BY MR. TEPFER:
 19 Q. Was that -- sorry. Before we get into
 20 that. You referenced the head of product, I believe.
 21 Would you mind telling me who that was.
 22 A. So my -- the interactions that I had in
 23 trying to negotiate modifications to our website or
 24 policy. Clark Rothrock was the chief technology
 25 officer. And so if I needed to escalate a conversation

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<p>1 I would involve him. And then Shar Dubey was the head 2 of product. And so if I needed to escalate a concern I 3 would talk to her. But typically I would be talking 4 specifically with the product owners of that specific 5 function on the website, and then also with -- if it 6 was about our CRM system that I needed improvement -- 7 not CRM system. Well, yes, CRM system that I needed 8 improvements on it would be our contact that Clark had 9 given us to work through getting those fixes put in. I 10 would only involve the executives if I felt like there 11 was something I couldn't get traction on that I thought 12 was really important. C-L-A-R-K, R-O-T-H-R-O-C-K, Shar 13 Dubey, it's much longer S-H-A-R-M-I-S-T-A. 14 MS. GREAVES: T-H-A. 15 THE WITNESS: D-U-B-E-Y. 16 MR. KITCHENS: D-U-B-E-Y is the last name. 17 BY MR. TEPFER: 18 Q. Did you during your time at Match happen to 19 become familiar with an individual named Adrian Ong? 20 A. Yes. 21 Q. Do you recall what his title was? 22 A. I do not. 23 Q. It's A-D-R-I-A-N, O-N-G. 24 Do you happen to recall what Mr. Ong's 25 responsibilities were?</p> <p style="text-align: right;">Page 22</p>	<p>1 A. Can you repeat the question. 2 BY MR. TEPFER: 3 Q. Do you recall if during your time at Match, 4 one of your responsibilities included overseeing 5 responses to consumer complaints? 6 MR. HUMMEL: Same objections. 7 BY THE WITNESS: 8 A. Yes. 9 BY MR. TEPFER: 10 Q. Did you oversee those responses? 11 A. By oversee, I was responsible for creating 12 the process and the technology structure around it, but 13 not specifically responding to the answers all of the 14 time. 15 Q. Do you recall what that process was? 16 A. We would have an escalation protocol if a 17 consumer was contacting us via one of our channels that 18 the consumer if they were displeased and wanted to be 19 escalated would go to the next person in line, and the 20 next person in line in order to try to solve their 21 issues. We also had executive complaints that would 22 come in around -- would bypass the consumer support 23 group and would go maybe directly to one of the 24 executives. Could have come directly to me, could have 25 come to any one of our executives. If that's the case,</p> <p style="text-align: right;">Page 24</p>
<p>1 A. I do not. I believe they changed many 2 times while I was there. 3 Q. Did he have any involvement, to your 4 recollection, with product design? 5 MR. HUMMEL: Foundation. You can answer. 6 BY THE WITNESS: 7 A. I'm unsure. 8 BY MR. TEPFER: 9 Q. Do you recall any issues that you would 10 have gone to Mr. Ong for to discuss? 11 A. I remember meeting with him, but I don't 12 remember what we would have discussed. 13 Q. Did you happen to during your time at Match 14 become familiar with an individual name Vincent 15 Galeraud, G-A-L-E-R-A-U-D? 16 A. No. 17 Q. We discussed a little bit your position as 18 senior vice president and the responsibilities 19 associated with that. We discussed complaint trends. 20 Did you also in this position were you also involved 21 with overseeing the response to dissatisfied customers 22 who have contacted Match? 23 MR. HUMMEL: Objection, vague, foundation. You 24 can answer. 25 BY THE WITNESS:</p> <p style="text-align: right;">Page 23</p>	<p>1 they would forward to me I would typically forward to 2 one of the members of my leadership team to oversee a 3 response back to the consumer. 4 Q. During your time at Match did you have 5 reason to become familiar with something called the six 6 month guarantee? 7 A. Yes. 8 Q. What's your recollection of what the six 9 month guarantee was? 10 A. My recollection is if you purchased a six 11 month subscription and you did not find somebody 12 special within that six month period and you adhere to 13 other requirements of the guarantee, then we would gift 14 you a six month subscription for free. 15 Q. And you referenced requirements of the 16 guarantee. What did you mean by that? 17 A. Meaning one was did you meet someone 18 special during that six months, the other is was your 19 profile visible during this entire time, so were you 20 findable on the website. And I believe there was a 21 requirement for that you had to be engaging on the 22 website. So sending out emails. I don't remember. I 23 believe there was a quantity requirement, but I don't 24 remember what that is. 25 Q. When you reference meeting someone special,</p> <p style="text-align: right;">Page 25</p>

<p>1 the interest of saving time?</p> <p>2 MR. HUMMEL: We can discuss that down the road.</p> <p>3 I don't think you all have a problem with authenticity,</p> <p>4 but I'm not prepared to stipulate today.</p> <p>5 MR. TEPFER: Do you want to take a short break</p> <p>6 real quick here? I think we are about --</p> <p>7 MR. HUMMEL: Sounds good. I'm going to have 20</p> <p>8 minutes maybe max.</p> <p>9 (WHEREUPON, a recess was had.)</p> <p>10 MR. TEPFER: Chad, would you mind, the statement</p> <p>11 you had referenced about stipulation if you wouldn't</p> <p>12 mind.</p> <p>13 MR. HUMMEL: I'm not prepared to stipulate to</p> <p>14 authenticity today without having thought through</p> <p>15 things, but generally speaking if a document was</p> <p>16 produced by Match in some context with the</p> <p>17 investigation or litigation, you are not going to have</p> <p>18 a problem with me on authentication as a basis for</p> <p>19 objecting to a document.</p> <p>20 MR. TEPFER: Thanks.</p> <p>21 MR. HUMMEL: I'm not prepared to stipulate today.</p> <p>22 MS. HILLIARD: One question on that.</p> <p>23 MR. HUMMEL: Want to swear me?</p> <p>24 BY MR. TEPFER:</p> <p>25 Q. I guess, Ms. Watson, are you aware of any</p> <p style="text-align: right;">Page 202</p>	<p>1 A. Yes.</p> <p>2 Q. That was changed based on your</p> <p>3 recommendation?</p> <p>4 A. Yes.</p> <p>5 Q. Am I correct that the only issue you recall</p> <p>6 having with the Match cancellation flow and</p> <p>7 confirmation was the placement of that button; is that</p> <p>8 true?</p> <p>9 A. That's correct.</p> <p>10 Q. Now, let's talk about there was an email</p> <p>11 that showed the pages at which consumers were dropping</p> <p>12 out?</p> <p>13 A. Yes.</p> <p>14 Q. You didn't know what those codes meant that</p> <p>15 the pages that they reached, is that correct, as you</p> <p>16 sit here today?</p> <p>17 A. Correct.</p> <p>18 Q. Now, let's talk about the issue relating to</p> <p>19 the chargeback policy and your recommendation that your</p> <p>20 view was that accounts should be automatically</p> <p>21 reinstated if Match prevailed in the chargeback</p> <p>22 dispute?</p> <p>23 A. Correct.</p> <p>24 Q. Would that be true for fraudsters, in other</p> <p>25 words, were there exceptions to that view?</p> <p style="text-align: right;">Page 204</p>
<p>1 circumstances where your email account was hacked or</p> <p>2 anyone had unauthorized access to your email?</p> <p>3 A. No.</p> <p>4 Q. Thank you.</p> <p>5 MR. TEPFER: Again, pass the witness.</p> <p>6 EXAMINATION</p> <p>7 BY MR. HUMMEL:</p> <p>8 Q. I have a few questions, Ms. Watson. Thank</p> <p>9 you for your time today. Can you just clarify for the</p> <p>10 record what dates you were an SVP for Match.com, if you</p> <p>11 recall?</p> <p>12 A. I don't recall exactly.</p> <p>13 Q. Was it towards the end of your tenure?</p> <p>14 A. Yes.</p> <p>15 Q. Now, you talked about in connection with</p> <p>16 reactivation button that you had an issue with, was</p> <p>17 that ultimately fixed?</p> <p>18 A. Yes.</p> <p>19 Q. During your tenure?</p> <p>20 A. Yes.</p> <p>21 Q. In 2013, the reactivate button at the -- on</p> <p>22 the confirmation page was changed --</p> <p>23 A. Yes.</p> <p>24 Q. -- is that true? It satisfied you that</p> <p>25 that issue had been addressed?</p> <p style="text-align: right;">Page 203</p>	<p>1 A. Of course.</p> <p>2 Q. Can you explain that a bit.</p> <p>3 A. Sure. If an account was determined to be</p> <p>4 fraud, obviously we would refund the credit card</p> <p>5 immediately, close down the account. But if these were</p> <p>6 legitimate members who were using our site, but for</p> <p>7 whatever reason felt like they didn't authorize this</p> <p>8 charge to their credit card and lost that dispute since</p> <p>9 they had paid Match for that subscription, it was my</p> <p>10 opinion that they should be allowed to use the</p> <p>11 remainder of their subscription once the decision had</p> <p>12 been made in our favor.</p> <p>13 Q. Do you know why others disagreed that</p> <p>14 consumers who had lost a chargeback dispute should be</p> <p>15 put back automatically?</p> <p>16 A. Well, I think Pradeep -- this is just my</p> <p>17 assumption. My assumption was Pradeep had seen in his</p> <p>18 job the worst of the worst, and considered almost</p> <p>19 everybody gaming the system in some way. And me being</p> <p>20 on the other side of not seeing just the worst and</p> <p>21 interacting with our customers on a much bigger scale,</p> <p>22 understood that it's not all fraudsters and people</p> <p>23 abusing the systems. It could just be somebody who</p> <p>24 forgot to turn off auto renewal, got billed, had used</p> <p>25 the site for the first maybe month or something and</p> <p style="text-align: right;">Page 205</p>

<p>1 then their dispute got resolved not in their favor, and 2 they didn't mean any harm to Match as an abuser. They 3 wanted to go ahead and use the rest of their 4 subscription since they paid for it. 5 MR. TEPFER: Objection, calls for speculation. 6 BY MR. HUMMEL: 7 Q. Do you know how, if at all, Match knew or 8 how Match was notified if it had prevailed in a 9 chargeback dispute? 10 MR. TEPFER: Objection, calls for speculation. 11 BY MR. HUMMEL: 12 Q. Do you understand the question? 13 A. I do. I'm not sure of the full process of 14 how they were notified. 15 Q. Throughout the questioning this morning and 16 afternoon by counsel for the Federal Trade Commission 17 you said several times that you were basing an answer 18 quote, based on this email it appears something. Does 19 that mean that you had -- you didn't have an 20 independent recollection, but were interpreting an 21 email that you were reading 10 years after the fact? 22 MR. TEPFER: Objection, leading. 23 BY THE WITNESS: 24 A. Correct. 25 BY MR. HUMMEL:</p> <p style="text-align: right;">Page 206</p>	<p>1 BY MR. HUMMEL: 2 Q. Do you know why Match provided this 3 document or this -- sorry -- made this page available? 4 A. They made this page available so that our 5 six month guaranteed subscribers could track their 6 progress throughout the six month subscription. 7 Q. To your knowledge, were there other means 8 through which consumers could understand the 9 requirements for claiming this six month guarantee 10 other than the progress page? 11 A. Yes. 12 Q. What were those, if you recall? 13 A. Well, initially they were told via the 14 website upon purchase what the requirements were and 15 then they could get into their sent folder to see how 16 many emails they have sent out to different unique 17 contacts. They would know whether they had a photo op 18 or whether they had hidden their profile. 19 Q. Did anyone at Match ever tell you or, to 20 your knowledge, was it ever discussed within Match that 21 Match wanted to make it difficult for consumers to 22 redeem their guarantee? 23 A. No. 24 Q. Did anyone at Match ever tell you or did 25 you ever hear discussion regarding that Match was</p> <p style="text-align: right;">Page 208</p>
<p>1 Q. What did it mean when you said, based on 2 this email? He made an objection that it was leading. 3 So I want to give you an opportunity to clarify in your 4 own words what you mean by based on this email. 5 A. Yes. So when I say based on this email, it 6 means that I don't remember having the discussion or 7 writing the document, but if the document states that 8 then it obviously happened. I obviously said 9 something. So based on the email, yes, that happened. 10 Do I independently have remembrance of that occurring, 11 no. 12 Q. Let's look at Exhibit 1, which is the first 13 one in that stack I hope. Do you have that in front of 14 you? 15 A. Yes. 16 Q. All right. What's this page again? 17 A. This is the tracker or progress page for 18 the six month guarantee. 19 Q. What's your understanding of the reason why 20 Match provided this progress page as being available to 21 consumers? 22 A. As a courtesy to our consumers after point 23 of purchase so that they had some way to track their 24 progress. 25 MR. TEPFER: Objection, calls for speculation.</p> <p style="text-align: right;">Page 207</p>	<p>1 trying to deceive consumers into subscribing by 2 offering an illusory six month guarantee without 3 disclosing the terms? 4 A. No. 5 Q. Regarding the cancellation flow, did you 6 ever hear discussion at Match or, to your knowledge, 7 did anyone ever discuss with you that the cancellation 8 flow should be made difficult so the consumers couldn't 9 cancel? 10 A. No. 11 Q. There were a lot of -- some discussions 12 apparently initiated by Ms. Auderer regarding her 13 suggestions for improving the cancellation flow. To 14 your knowledge, were those ever rejected so that Match 15 could make it difficult for consumers to cancel? 16 MR. TEPFER: Objection, leading. 17 BY THE WITNESS: 18 A. Not to my knowledge. 19 BY MR. HUMMEL: 20 Q. With respect to the chargeback policy, 21 did -- were you ever privy to any discussions that the 22 chargeback policy was designed to unfairly cheat 23 consumers out of funds that they had paid to Match.com? 24 MR. TEPFER: Objection, leading. 25 BY THE WITNESS:</p> <p style="text-align: right;">Page 209</p>

<p>1 A. No. In fact, it's just the opposite. It's</p> <p>2 in Match's best interest that they have active users on</p> <p>3 the site making matches and improving interactions with</p> <p>4 other members. So there would be no advantage to the</p> <p>5 actual usability of the site to prevent somebody from</p> <p>6 using it.</p> <p>7 BY MR. HUMMEL:</p> <p>8 Q. Could you please look at Exhibit 10. Do</p> <p>9 you have that in front of you?</p> <p>10 A. Yes.</p> <p>11 Q. This is a document where the questions</p> <p>12 asked by FTC's counsel today seemed to suggest that</p> <p>13 they are going to argue that there were 67 customer</p> <p>14 suggestions relating to the guarantee redemption, at</p> <p>15 least that is the gist of the questions, and that was</p> <p>16 somehow a significant number. Could you find on here,</p> <p>17 maybe if you could look at page 3, how many suggestions</p> <p>18 related to the cancellation process? If you look at</p> <p>19 maybe the second page of the chart.</p> <p>20 A. Yes.</p> <p>21 Q. How many were there?</p> <p>22 A. Three.</p> <p>23 MR. TEPFER: Objection, leading.</p> <p>24 BY MR. HUMMEL:</p> <p>25 Q. As opposed to how many suggestions related</p> <p style="text-align: right;">Page 210</p>	<p>1 Q. Sure. So when you said in your testimony</p> <p>2 that you agreed with these suggestions, did that mean</p> <p>3 you believed they needed to be implemented in order for</p> <p>4 the guarantee not to be unfair in any way or that they</p> <p>5 were just generally good suggestions?</p> <p>6 A. Good suggestions, helpful suggestions.</p> <p>7 Q. Let's look at Exhibit 4. By the way, with</p> <p>8 respect to the guarantee, could consumers contact</p> <p>9 customer care and ask how their progress was going?</p> <p>10 A. Yes.</p> <p>11 Q. Customer care would be able to pull up the</p> <p>12 answer?</p> <p>13 A. Yes.</p> <p>14 Q. Exhibit 4. What's Exhibit 4 again, do you</p> <p>15 know?</p> <p>16 A. Are you asking me?</p> <p>17 Q. Yes.</p> <p>18 A. This is on the first page what the progress</p> <p>19 page looked like, and then on the second page is</p> <p>20 following through when they went to redeem, do the</p> <p>21 redemption to get the six month guarantee, the question</p> <p>22 that they were asked did you meet anyone during your</p> <p>23 six month program depending on how they answer the</p> <p>24 question is what the user experience was.</p> <p>25 Q. Do you know what would happen if somebody</p> <p style="text-align: right;">Page 212</p>
<p>1 to the guarantee redemption?</p> <p>2 A. 67.</p> <p>3 Q. Now, let's look at Exhibit 3. Tell me when</p> <p>4 you have Exhibit 3 in front of you.</p> <p>5 A. I have it.</p> <p>6 Q. Okay. So Exhibit 3 if you look at the</p> <p>7 second page which were Kris Auderer's suggestions</p> <p>8 relating to the guarantee?</p> <p>9 A. Yes.</p> <p>10 Q. These are suggestions one, two, three,</p> <p>11 four. I want to understand your testimony here. When</p> <p>12 you say you agreed with the suggestions, does that mean</p> <p>13 you agree that those suggestions had to be implemented</p> <p>14 or that it wasn't a bad suggestion?</p> <p>15 MR. TEPFER: Objection, leading.</p> <p>16 MR. HUMMEL: Well, to be clear it doesn't suggest</p> <p>17 the answers, it gives her A or B, so it's not leading.</p> <p>18 I could phrase it in a way that's leading, but that's</p> <p>19 not leading.</p> <p>20 MR. TEPFER: Sorry.</p> <p>21 BY MR. HUMMEL:</p> <p>22 Q. Do you understand the question?</p> <p>23 A. I believe.</p> <p>24 Q. What's the answer?</p> <p>25 A. Rephrase it.</p> <p style="text-align: right;">Page 211</p>	<p>1 accidentally hit they had met someone special and then</p> <p>2 called to say they didn't mean to hit that button, if</p> <p>3 you know?</p> <p>4 A. If they said they did meet somebody and</p> <p>5 contacted us and said, "No, I'm sorry." We'd give it</p> <p>6 to them for free, sure. I think you could hit the back</p> <p>7 bar on your browser, go back and answer the correct</p> <p>8 way.</p> <p>9 Q. Did you at any time think the six month</p> <p>10 guarantee was unfair or deceptive in any way?</p> <p>11 A. No.</p> <p>12 Q. Do you think the guarantee should have been</p> <p>13 invalid as a result of the prior placement of the</p> <p>14 tracker link? In other words, it was unfair because of</p> <p>15 where that link was placed?</p> <p>16 A. No.</p> <p>17 Q. We saw some documents today, maybe only</p> <p>18 one, that showed the consumers had on occasion claimed</p> <p>19 to Match when they were requesting a refund that they</p> <p>20 thought they had cancelled. Do you remember that</p> <p>21 document?</p> <p>22 A. Yes.</p> <p>23 Q. Does the fact that a consumer noted in a</p> <p>24 communication to customer care that they wanted a</p> <p>25 refund because they thought they had cancelled</p> <p style="text-align: right;">Page 213</p>

<p>1 necessarily mean that the on-line cancellation flow was</p> <p>2 not simple?</p> <p>3 A. No.</p> <p>4 Q. Why?</p> <p>5 A. Because they may not have even attempted to</p> <p>6 cancel, they may have just thought they did.</p> <p>7 Q. One final line of questions. Were you</p> <p>8 aware of any situation in your time at Match, the</p> <p>9 operating company, where the holding company, Match</p> <p>10 Group, Inc., exercised control over the disclosure</p> <p>11 relating to the guarantee?</p> <p>12 A. No.</p> <p>13 Q. Were you aware of any?</p> <p>14 MR. TEPFER: Objection.</p> <p>15 BY MR. HUMMEL:</p> <p>16 Q. Any time where the holding company Match</p> <p>17 Group, Inc. exercised control over the cancellation</p> <p>18 flow --</p> <p>19 MR. TEPFER: Objection.</p> <p>20 BY MR. HUMMEL:</p> <p>21 Q. -- on Match.com.</p> <p>22 MR. TEPFER: Objection, foundation.</p> <p>23 BY MR. HUMMEL:</p> <p>24 Q. Were you ever aware of a situation where</p> <p>25 the holding company exercised control or designed the</p> <p style="text-align: right;">Page 214</p>	<p>1 going per code here, but I would request 30 days to</p> <p>2 read make any changes to make the testimony fully</p> <p>3 truthful and accurate, if that's necessary, and sign</p> <p>4 under penalty of perjury. If she doesn't make any</p> <p>5 changes and we don't notify you within 30 days any copy</p> <p>6 of this deposition can be used for any other purposes</p> <p>7 in this litigation. Is that okay?</p> <p>8 MR. TEPFER: That's just what the Federal Rules</p> <p>9 provide.</p> <p>10 MR. HUMMEL: Basically. I don't know how you are</p> <p>11 handling custody of the original transcript. That's</p> <p>12 the only question. You are emailing -- I'm asking the</p> <p>13 court reporter. You are emailing a PDF of the</p> <p>14 transcript to me for review and signing; is that okay</p> <p>15 with the court reporting service? Let's stipulate they</p> <p>16 can email me a PDF copy, and I will provide it to the</p> <p>17 witness, within 30 days of my receipt she will provide</p> <p>18 any changes and either sign or waive signing.</p> <p>19 MR. TEPFER: I think that's fine. That's how we</p> <p>20 typically --</p> <p>21 MR. HUMMEL: That should be right; is that okay?</p> <p>22 MR. TEPFER: Yes.</p> <p>23 MR. HUMMEL: Off the record.</p> <p>24 (Deposition concluded at 4:40 p.m.)</p> <p>25</p> <p style="text-align: right;">Page 216</p>
<p>1 chargeback policy for Match.com?</p> <p>2 MR. TEPFER: Objection, foundation, and leading.</p> <p>3 BY MR. HUMMEL:</p> <p>4 Q. That was no?</p> <p>5 A. No.</p> <p>6 MR. HUMMEL: Give me one minute off the record</p> <p>7 and I will probably be done.</p> <p>8 (WHEREUPON, a recess was had.)</p> <p>9 MR. HUMMEL: Back on the record. I have no</p> <p>10 further questions.</p> <p>11 FURTHER EXAMINATION</p> <p>12 BY MR. TEPFER:</p> <p>13 Q. Just a few questions here. Do you recall</p> <p>14 if during your time at Match.com Match ever ceased</p> <p>15 providing refunds to customers who claimed that they</p> <p>16 had been fraudulently charged or I guess had their</p> <p>17 credit card stolen and fraudulently charged?</p> <p>18 A. That Match stopped refunding people who had</p> <p>19 a fraudulent charge, no.</p> <p>20 Q. Yes --</p> <p>21 MR. TEPFER: No further questions at this time.</p> <p>22 I'm not sure, Chad, if y'all would like to read or</p> <p>23 waive. Do you have a preference concerning --</p> <p>24 MR. HUMMEL: We definitely want to read and have</p> <p>25 the opportunity to make changes, and I guess we are</p> <p style="text-align: right;">Page 215</p>	<p>1 CHANGES AND SIGNATURE</p> <p>2 MICHELE WATSON</p> <p>3 February 10, 2023</p> <p>4 PAGE/LINE CHANGE REASON</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 Job No. TX5678402</p> <p style="text-align: right;">Page 217</p>

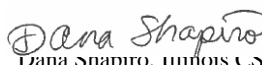
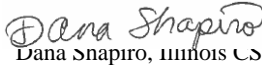
<p>1 I, MICHELE WATSON, have read the foregoing 2 deposition and hereby affix my signature that the same 3 is true and correct, except as noted on the previous 4 page. 5 6 _____ 7 MICHELE WATSON 8 THE STATE OF _____ 9 COUNTY OF _____ 10 Before me, _____, on this day 11 personally appeared MICHELE WATSON, known to me (or 12 proved to me under oath or through _____) 13 (description of identity card or other document) to be 14 the person whose name is subscribed to the foregoing 15 instrument and acknowledged to me that he executed the 16 same for the purposes and consideration therein 17 expressed. 18 Given under my hand and seal of office this _____ 19 day of _____, 20____. 20 21 _____ 22 NOTARY PUBLIC IN AND FOR 23 THE STATE OF _____ 24 COMMISSION EXPIRES: _____ 25</p> <p style="text-align: right;">Page 218</p>	<p>1 I further certify that I am neither counsel for, 2 related to, nor employed by any of the parties or 3 attorneys in the action in which this proceeding was 4 taken, and further that I am not financially or 5 otherwise interested in the outcome of the action. 6 Certified to by me this February 23, 2023. 7 8 9  10 Dana Shapiro, Illinois CSR 84-3597 11 Expiration Date: 5/31/2023 12 Firm Registration No. 571 13 Veritext Legal Solutions 14 300 Throckmorton Street, Suite 1600 15 Fort Worth, Texas 76102 16 Phone.817-336-3042 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 220</p>
<p>1 IN THE UNITED STATES DISTRICT COURT 2 NORTHERN DISTRICT OF TEXAS 3 DALLAS DIVISION 4 FEDERAL TRADE COMMISSION,) 5 Plaintiff,) 6 v.)Case No. 3:19-cv-02281-K 7 MATCH GROUP, INC., a) 8 corporation, and) 9 MATCH GROUP, LLC, formerly) 10 known as MATCH.COM, LLC, a) 11 limited liability company.) 12 Defendants.) 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: center;">REPORTER'S CERTIFICATION ORAL DEPOSITION OF MICHELE WATSON February 10, 2023</p> <p>I, Dana Shapiro, a Certified Shorthand Reporter, hereby certify to the following: That the witness, MICHELE WATSON, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness; I further certify that pursuant to FRCP Rule 30(e)(1) that the signature of the deponent: was requested by the deponent or a party before the completion of the deposition and that the signature is to be before any notary public and returned within 30 days from date of receipt of the transcript. If returned, the attached Changes and Signature Pages contain any changes and reasons therefore;</p> <p style="text-align: right;">Page 219</p>	<p>1 COUNTY OF TRAVIS) 2 STATE OF TEXAS) 3 I hereby certify that the witness was notified on 4 _____, that the witness has 30 days 5 after being notified by the officer that the transcript 6 is available for review by the witness and if there are 7 changes in the form or substance to be made, then the 8 witness shall sign a statement reciting such changes 9 and the reasons given by the witness for making them; 10 That the witness' signature was/was not returned 11 as of _____. 12 Subscribed and sworn to on this _____ day of 13 _____, 20____. 14 15  16 Dana Shapiro, Illinois CSR 84-3597 17 Expiration Date: 5/31/2023 18 Firm Registration No. 571 19 Veritext Legal Solutions 20 300 Throckmorton Street, Suite 1600 21 Fort Worth, Texas 76102 22 Phone.817-336-3042 23 24 25</p> <p style="text-align: right;">Page 221</p>

EXHIBIT 68

<p>1 of customer experience, but, yes, the community 2 experience is what it was.</p> <p>3 Q. Okay.</p> <p>4 A. So that was the same thing, just to be 5 clear.</p> <p>6 Q. And then it's got a list of people in the 7 little diagram listed below you, right?</p> <p>8 A. Yes.</p> <p>9 Q. Are those people that reported to you?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. All right. Let's flip now to the 12 internal page 31 of the document.</p> <p>13 MS. ZAMBRANO: Also not labeled, if you 14 would just identify the title for the record.</p> <p>15 MR. MOON: Right. So it's got a larger 16 font, says FAQ Redesign in the upper left-hand corner.</p> <p>17 And just for the record the page before 18 that in the document is labeled internal number 30 and 19 then the page after is 32.</p> <p>20 BY MR. MOON,</p> <p>21 Q. Do you remember providing any content for 22 this presentation having to do with FAQ redesign?</p> <p>23 A. I don't remember doing this slide, but I do 24 remember that I worked on the FAQ redesign.</p> <p>25 Q. Okay. So let me ask about some of the</p> <p style="text-align: right;">Page 98</p>	<p>1 redesign would reduce contact volumes. I don't 2 remember.</p> <p>3 Q. Well, yeah, that was going to be my next 4 question. So what does "reduced contact volumes" mean 5 to you?</p> <p>6 A. It just means that we didn't have as many 7 members contacting us.</p> <p>8 Q. Is that contacts through all means of 9 communication, or only a certain -- certain channel?</p> <p>10 A. No, it would include email, phone, and chat 11 channel.</p> <p>12 Q. Okay. But you don't remember if there was 13 some feature of FAQs that resulted in reduced contact 14 volumes?</p> <p>15 A. I don't recall, no.</p> <p>16 Q. Do you remember working on the FAQs with 17 the intent of reducing your contact volumes?</p> <p>18 A. I remember working on the FAQ redesign and 19 it wouldn't be -- I mean, that seems like something we 20 would want it to do. Any time you work on an FAQ you 21 want it to provide good solid information that helps 22 your members so they don't have to reach out to you. 23 So...</p> <p>24 Q. Were you sort of the lead on this project 25 to redesign FAQs?</p> <p style="text-align: right;">Page 100</p>
<p>1 bullet points and what that's referring to.</p> <p>2 Do you know what the bullet point "Moved 3 FAQs in-house" is referring to?</p> <p>4 A. Yes.</p> <p>5 Q. What was that?</p> <p>6 A. We had hosted our FAQs or our help section 7 within our customer support tool Oracle or RightNow. I 8 don't remember the exact reason on how they were 9 charging us, but it was costing us money to host our 10 FAQs within Oracle. So as a cost savings we worked to 11 move our FAQs into our internal customer support 12 application tool.</p> <p>13 Q. Okay. So next bullet, "Estimated Savings 14 approximately 250K."</p> <p>15 Did I read that correctly?</p> <p>16 A. Yes.</p> <p>17 Q. Do you know what that statement means?</p> <p>18 A. I believe that was the savings that we were 19 getting from not hosting it in Oracle anymore and 20 hosting it on our system.</p> <p>21 Q. Okay. Next bullet point, "Reduced Contact 22 Volumes."</p> <p>23 Do you know what that means?</p> <p>24 A. I know what reduced contact volumes means 25 in general. I don't remember why we thought the FAQ</p> <p style="text-align: right;">Page 99</p>	<p>1 A. Working with the development team to bring 2 it in-house, I was the lead. I did not write the FAQs. 3 I believe that managing the FAQs, understanding how 4 many hits they got, which ones were being accessed by 5 the member, would have fallen over -- under me, but I 6 also really worked close with Training, and I don't 7 remember if it was Shonda in Training, but we worked 8 really close together on that, making sure that if 9 something changed on the site, it was updated. But I 10 believe her team was responsible for actually writing 11 the copy of the FAQs, but I was -- so it was a joint -- 12 I don't know -- joint effort.</p> <p>13 Q. Okay.</p> <p>14 MS. ZAMBRANO: We've been going about an 15 hour and 15 minutes. Do you -- can you finish this 16 document in a reasonable time, are you okay to go a 17 little longer?</p> <p>18 MR. MOON: It's a long document, but I 19 think I can probably finish it in 15 minutes.</p> <p>20 MS. ZAMBRANO: Are you okay?</p> <p>21 THE WITNESS: I really need a bathroom 22 break, sorry.</p> <p>23 MS. ZAMBRANO: Okay.</p> <p>24 MR. MOON: Okay.</p> <p>25 MS. ZAMBRANO: All right. Let's take a</p> <p style="text-align: right;">Page 101</p>

<p>1 break.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 (Break from 11:44 a.m. until 11:53 a.m.)</p> <p>4 BY MR. MOON:</p> <p>5 Q. Okay. Ms. Clinchy, we were looking at depo</p> <p>6 Exhibit 10, right, Community Operations Update?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And we're still on page 31. We were</p> <p>9 just talking about reduced contact volumes. So I want</p> <p>10 to go down a couple of more bullet points.</p> <p>11 Under "Updated Look and Feel," you see</p> <p>12 there's a sub bullet point, "Contact Us is more</p> <p>13 subtle."</p> <p>14 Do you see that?</p> <p>15 A. Yes, I see that.</p> <p>16 Q. Okay. So what is do you know what "Contact</p> <p>17 Us" is referring to there, that "Contact Us," is that a</p> <p>18 link "Contact Us" link?</p> <p>19 A. I don't recall what we changed here, no.</p> <p>20 Q. Okay. So -- but are you familiar -- I</p> <p>21 mean, the term "Contact Us," was that a link on Match's</p> <p>22 website?</p> <p>23 A. I mean, there was -- I don't know if this</p> <p>24 is referring to the "Contact Us" and the FAQs, or if</p> <p>25 you know on the footer of the website there was a help</p> <p style="text-align: right;">Page 102</p>	<p>1 MS. ZAMBRANO: Objection, form.</p> <p>2 A. No, I don't recall.</p> <p>3 BY MR. MOON:</p> <p>4 Q. Do you have any idea what "Contact Us is</p> <p>5 more subtle" is referring to?</p> <p>6 A. I do remember that we were trying to make</p> <p>7 it match the rest of the site. So I think by more</p> <p>8 subtle, it was not so chunky. And also I just</p> <p>9 remember -- that's a picture of me on the Chat Now and</p> <p>10 I just -- we didn't like that picture. So, for me, it</p> <p>11 felt hokey, and so I think the "Contact Us is more</p> <p>12 subtle" is referring to just bringing it up to the feel</p> <p>13 of the website.</p> <p>14 Q. Do you remember any discussions around this</p> <p>15 time about making the contact options less visible for</p> <p>16 the purposes of reducing contacts with you guys?</p> <p>17 A. No, I don't, I don't recall that.</p> <p>18 Q. Okay. Is that -- was that one of the</p> <p>19 subject -- subjects of conversation from time to time,</p> <p>20 just the fact about how much it costs to have an agent,</p> <p>21 you know, respond to a contact?</p> <p>22 A. Yes, I mean I think all customer support</p> <p>23 teams talk about that, that's just budget and what it</p> <p>24 takes to handle a member but still provide good</p> <p>25 customer support.</p> <p style="text-align: right;">Page 104</p>
<p>1 button that you could click. So I can't say either way</p> <p>2 which one that is, but those are the two "Contact Us,"</p> <p>3 like how you would get to help that I know of.</p> <p>4 Q. Okay. And then if you, if the -- then if</p> <p>5 a -- okay. Two different ones, I'm sorry.</p> <p>6 You said the one about the footer. What</p> <p>7 was the one you described before that?</p> <p>8 A. Just like the -- you see these little</p> <p>9 symbols on the page where it's like a little picture</p> <p>10 and chat now, and that so that's the "Contact Us" that</p> <p>11 I was referring to on the --</p> <p>12 Q. Okay.</p> <p>13 A. -- help page.</p> <p>14 Q. Then is that something that a member would</p> <p>15 click on?</p> <p>16 A. The Chat Now and the Email Us would take</p> <p>17 you to a form to contact Care. I don't remember where</p> <p>18 the phone took you to.</p> <p>19 Q. Do you -- during this time period do you</p> <p>20 know how the steps a member would take to access -- to</p> <p>21 get the actual phone number?</p> <p>22 A. I don't recall.</p> <p>23 Q. All right. Do you recall during this FAQ</p> <p>24 redesign process making changes to make the "Contact</p> <p>25 Us" option less visible?</p> <p style="text-align: right;">Page 103</p>	<p>1 Q. Right. That's one of the metrics that you</p> <p>2 would look at in your department is, you know, what are</p> <p>3 our customer care costs for the actual contacts we have</p> <p>4 with people, right?</p> <p>5 MS. ZAMBRANO: Objection, form.</p> <p>6 Mischaracterizes her testimony.</p> <p>7 A. Yes, I think we looked at cost of contact.</p> <p>8 BY MR. MOON:</p> <p>9 Q. Okay. Okay. Let's go on to --</p> <p>10 A. But I will also say -- sorry, just thinking</p> <p>11 about this and looking at this, I will say that one of</p> <p>12 the goals, too, as a consumer was just making sure that</p> <p>13 the member could help themselves - right? - if the --</p> <p>14 no one wants to call into customer support, I don't</p> <p>15 like calling customer support, and so when you talk</p> <p>16 about like reduced contact volumes, there's also a --</p> <p>17 you know, I want members to be able to help themselves</p> <p>18 and not have to take that extra step of contacting us</p> <p>19 because that's a hassle. And however you look at it,</p> <p>20 it's a hassle, and so the reduced contact volumes --</p> <p>21 and we talked about cost and that's fine, but I also</p> <p>22 think it's just providing that information where</p> <p>23 members can help themselves. You know, it's 11:30,</p> <p>24 you're on the website -- you have a question, it's,</p> <p>25 it's nice when you're able to find it, you read the</p> <p style="text-align: right;">Page 105</p>

<p>1 help section, you're, like, okay, great, now I know, I 2 don't have to call anyone.</p> <p>3 So I just want to -- sorry, that popped in 4 my head. I wanted to add that too.</p> <p>5 Q. I understand.</p> <p>6 A. Yes.</p> <p>7 Q. So I guess one question I have, are you 8 aware of any sort of design elements the company was 9 implementing to try to discourage actual contact and 10 steer your members toward, you know the self-help 11 options that you are talking about?</p> <p>12 A. I think those are two different -- I don't 13 think you can lump those together. There's -- we 14 always -- at least I can, speak for myself that I would 15 want a member to contact us if they had a question. If 16 they could not find it on our help section they 17 absolutely should call us, chat, email, get it figured 18 out. But yes, we wanted members to self-help 19 themselves. It would -- that's a good experience when 20 you go to a help section and you see the FAQ that you 21 want and you can help yourself. Like, no one wants 22 someone constantly helping them. You want to be 23 able -- most people want to be able to do it themselves 24 and find it and not have to deal with customer support. 25 So I think providing good self-help shouldn't be lumped</p> <p style="text-align: right;">Page 106</p>	<p>1 A. You mean versus, like, making people call 2 to cancel?</p> <p>3 BY MR. MOON:</p> <p>4 Q. Right.</p> <p>5 MS. ZAMBRANO: Objection, form. Lack of 6 foundation on the design of the website.</p> <p>7 A. Sorry, can you repeat the question. I'm 8 just trying to understand.</p> <p>9 BY MR. MOON:</p> <p>10 Q. Yeah. Did Match, to your knowledge, I 11 don't want you to testify to anything you don't know 12 about --</p> <p>13 A. Yeah, no, I know.</p> <p>14 Q. -- do any design elements intended to 15 encourage people to use the online desktop cancellation 16 flow as opposed to some other method of cancelling?</p> <p>17 MS. ZAMBRANO: Same objection to lack of 18 foundation.</p> <p>19 A. I don't recall that.</p> <p>20 BY MR. MOON:</p> <p>21 Q. Okay. Let's flip through to, this is also 22 unmarked, seems like all the pages I want to talk about 23 are unmarked, I don't know why that is.</p> <p>24 But it's actually page 33. That BBB 25 Progress at the top. Are you with me?</p> <p style="text-align: right;">Page 108</p>
<p>1 in with we didn't want people to contact us. We just 2 wanted people to be able to access that whenever they 3 needed to access it and not have this extra step of, 4 I've got to chat, or I've got to make a phone call, or 5 I've got to send this email. I don't like doing any of 6 that. I worked in customer support and I don't like 7 contacting customer support.</p> <p>8 So I think when you say, you know, reducing 9 contacts and, you know, we wanted to up self-help, I 10 think those don't go together. Like, I think -- I 11 think it's really -- you're not a good customer support 12 person if you don't have a good help section or you 13 don't want members to be able to self-help. If we 14 didn't want that we wouldn't have a help section, we'd 15 just make them call. So I don't think we would have 16 been doing our job well, if our -- if a lot of people 17 who came to the help section weren't able to figure out 18 what they were doing.</p> <p>19 Q. Is that true for the online cancellation 20 flow also, did -- were there -- did -- let me ask the 21 question this way.</p> <p>22 Did Match design its website to encourage 23 people to use the online cancellation flow as opposed 24 to some other method of cancelling?</p> <p>25 MS. ZAMBRANO: Objection, form.</p> <p style="text-align: right;">Page 107</p>	<p>1 A. Yes, that I see.</p> <p>2 Q. Okay. Was your -- at this time that you 3 were working with the customer experience position, was 4 part of your department's job handling BBB complaints?</p> <p>5 A. Yes, we did work on the BBB complaints.</p> <p>6 Q. And there's a reference to a backlog here, 7 right?</p> <p>8 A. Yes.</p> <p>9 Q. Do you know what this slide is talking 10 about, the backlog it's referring to?</p> <p>11 A. It was a -- a backlog of complaints from 12 the Better Business Bureau.</p> <p>13 Q. Okay. So at this time that this was 14 created, were you guys work trying to -- you had 15 evidently just finished the -- handling the Match 16 backlog?</p> <p>17 A. Yes, we were working on reestablishing our 18 status on the Better Business Bureau, and to do that we 19 had to work through all of the complaints that we had 20 not responded to.</p> <p>21 Q. Okay. And then, "Completed PM Backlog," is 22 that People Media?</p> <p>23 A. Yes.</p> <p>24 Q. Were you also handling complaints for 25 People Media?</p> <p style="text-align: right;">Page 109</p>

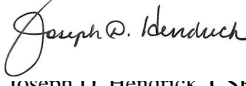
<p>1 CHANGES AND SIGNATURE</p> <p>2 WITNESS: MELISSA CLINCHY</p> <p>3 DATE: February 16, 2023</p> <p>4 Page/Line Change Reason</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p> <p style="text-align: right;">Page 242</p>	<p>1 REPORTER'S CERTIFICATION</p> <p>2 DEPOSITION OF MELISSA CLINCHY</p> <p>3 February 16, 2023</p> <p>4 I, Joseph D. Hendrick, Notary Public and</p> <p>5 Certified Shorthand Reporter in the State of Texas,</p> <p>6 hereby certify to the following:</p> <p>7 That the Witness, MELISSA CLINCHY, was duly</p> <p>8 sworn by the officer and that the transcript of the</p> <p>9 oral deposition is a true record of the testimony given</p> <p>10 by the witness;</p> <p>11 I further certify that pursuant to FRCP</p> <p>12 Rule 30(f)(1) the signature of the deponent:</p> <p>13 X was requested by the deponent or</p> <p>14 a party before the completion of the deposition and is</p> <p>15 to be returned within 30 days from date of receipt of</p> <p>16 the transcript;</p> <p>17 _____ was not requested by the</p> <p>18 deponent or a party before the completion of the</p> <p>19 deposition;</p> <p>20 I further certify that the amount of time</p> <p>21 used by each party is as follows:</p> <p>22 Jason Moon - 05:42:06</p> <p>23 Angela Zambrano - 00:14:00</p> <p>24 I further certify that I am neither counsel</p> <p>25 for, related to, nor employed by any of the parties or</p> <p style="text-align: right;">Page 244</p>
<p>1 I, MELISSA CLINCHY, have read the foregoing</p> <p>2 deposition and hereby affix my signature that same is</p> <p>3 true and correct, except as noted above.</p> <p>4</p> <p>5 _____</p> <p>6 MELISSA CLINCHY</p> <p>7 STATE OF _____)</p> <p>8 COUNTY OF _____)</p> <p>9</p> <p>10 Before me _____ on this day</p> <p>11 personally appeared MELISSA CLINCHY, known to me (or</p> <p>12 proved to me on the oath of _____ or</p> <p>13 through _____ (description of identity card</p> <p>14 or other document)) to be the person whose name is</p> <p>15 subscribed to the foregoing instrument and acknowledged</p> <p>16 to me that he executed the same for the purposes and</p> <p>17 consideration therein expressed.</p> <p>18 Given under my hand and seal of office this</p> <p>19 _____ day of _____, _____.</p> <p>20</p> <p>21 _____</p> <p>22 Notary Public in and for the</p> <p>23 State of _____</p> <p>24</p> <p>25 Job No. TX5651545</p> <p style="text-align: right;">Page 243</p>	<p>1 attorneys in the action in which this proceeding was</p> <p>2 taken;</p> <p>3 Further, I am not a relative or employee of</p> <p>4 any attorney of record, nor am I financially or</p> <p>5 otherwise interested in the outcome of the action.</p> <p>6 Subscribed and sworn to on this date:</p> <p>7 March 2, 2023.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14 </p> <p>15 Joseph D. Hendrick, CSR #947</p> <p>16 Expiration Date: 04/30/2023</p> <p>17 Notary Comm. Exp. 01/13/23</p> <p>18 Veritext Legal Solutions</p> <p>19 Firm Registration No. 571</p> <p>20 300 Throckmorton Street, Ste. 1600</p> <p>21 Fort Worth, TX 76102</p> <p>22 Telephone (800) 336-4000</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 245</p>

EXHIBIT 69

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION
FEDERAL TRADE COMMISSION, §
§ Case No. 3:19-cv-02281-K
Plaintiff, §
§
v. §
§
MATCH GROUP, INC., a §
corporation and MATCH §
GROUP, LLC, formerly known §
as Match.com, LLC, a §
limited liability company, §
§
Defendants. §

ORAL AND VIDEOTAPED DEPOSITION OF
MANDY GINSBERG
February 23, 2023

ORAL AND VIDEOTAPED DEPOSITION OF MANDY
GINSBERG, produced as a witness at the instance of the
Plaintiff, and duly sworn, taken in the above-styled
and numbered cause on February 23, 2023, from 9:09 a.m.
to 4:07 p.m., before Joseph D. Hendrick, Certified
Shorthand Reporter in and for the State of Texas,
reported by machine shorthand, at the offices of Sidley
Austin LLP, 2021 McKinney Avenue, Suite 2000, Dallas,
Texas, pursuant to Notice and the Federal Rules of
Civil Procedure and any provisions stated on the record
or attached hereto.
Job No. 5651550

<p>1 question: Did you consider changing the Match.com 2 online cancellation flow? And the word that was used 3 was "you." Did you consider changing the Match.com 4 online cancellation flow? And your answer was as 5 follows: Like I said, this is one of those businesses 6 where we constantly iterating, changing, testing, you 7 know, sort of investigate new flows; so that's not 8 something I recall, but I would not be surprised if we 9 looked at all those flows.</p> <p>10 What were you referring to as "we" in that 11 sentence?</p> <p>12 A. "We" would mean members of the team, but I 13 personally would never go in and make decisions about 14 the individual product lists.</p> <p>15 Q. So when you were at Match Group, Inc. as 16 CEO, was any part of your job responsibility to design 17 or maintain a cancellation flow for any brand?</p> <p>18 A. No.</p> <p>19 Q. And the same question regarding a 20 chargeback policy; did any part of your job 21 responsibilities relate to designing or maintaining a 22 policy relating to chargebacks?</p> <p>23 A. No.</p> <p>24 Q. And the Match.com guarantee that we have 25 talked about today and that you referred to as the</p> <p style="text-align: right;">Page 202</p>	<p>1 Q. Okay. You were asked about a couple of 2 other exhibits that I am going to ask you about now. 3 First about Exhibit 19, if you would get that one in 4 front of you. Do you remember being questioned about 5 Exhibit 19?</p> <p>6 A. Yes. Earlier today I was.</p> <p>7 Q. Okay. And, again, I'm looking at the rough 8 transcript, but in the rough transcript on page 165, 9 you had referred to consciously misleading figures in 10 Exhibit 19 and the FTC's counsel asked you what you 11 meant by that, and I'm going to read your response that 12 was taken down and then ask you a question about it.</p> <p>13 You said, "I don't remember the specifics, 14 but I remember I was deeply offended because everyone 15 at the company knew that I had real integrity when it 16 came to running the business and really believed in 17 treating our customers right and the fact that we were 18 being litigated Match.com was being litigated based on 19 practices that I didn't agree with. I felt like I had 20 to speak out because employees cared about the tone at 21 the top in their leaders and that was important to me."</p> <p>22 That's the way that your answer was taken 23 down. But I have a question about that phrase that you 24 used based on practices that I didn't agree with. 25 What were you referring to there?</p> <p style="text-align: right;">Page 204</p>
<p>1 guarantee, was any part of your job responsibility when 2 you were MGI CEO to design or maintain or otherwise 3 deal with the Match.com guarantee?</p> <p>4 A. No.</p> <p>5 Q. Well, did Match dot -- excuse me. 6 Did Match Group, Inc. direct the brands on 7 decisions about things like this: Cancellation flows, 8 guarantees, or chargebacks?</p> <p>9 A. The individual brands managed all aspects 10 of their business; marketing, product, analytics. That 11 was their responsibility, not mine.</p> <p>12 Q. Well, were the brands managed collectively 13 as a unit?</p> <p>14 A. No. Each -- each brand would operate 15 independently and in their financials meaning their P&L 16 their financials would rollup and we would report it to 17 the street, but the individual brands would manage 18 their businesses independently of the other brands.</p> <p>19 Q. Other than the financial reporting at the 20 public company level that you just testified about, was 21 there integration generally across functions of the 22 brands?</p> <p>23 A. There was not integration across all the 24 various brands. The only exception was finance and 25 legal where we would coordinate across those brands.</p> <p style="text-align: right;">Page 203</p>	<p>1 A. I misspoke because clearly I feel strongly 2 about it. I did not agree with the accusations that 3 were being lodged against Match.com.</p> <p>4 Q. In the litigation that was filed by the 5 FTC?</p> <p>6 A. In the litigation. So I didn't agree with 7 the accusations. I think I misspoke when I said 8 practices, but I meant accusations.</p> <p>9 Q. Now I want to ask you about an exhibit. 10 Let me show you 17, actually. You were asked about a 11 few pages in this deck, and I understand that you don't 12 recall receiving the deck or communicating about the 13 deck. Is that fair?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. But I do want to ask you about the 16 list of issues that were reported on page 25 of 17 Exhibit 17, and specifically the first one that says, 18 "Current, locate account settings, difficult to find."</p> <p>19 So I think that's referring to the next 20 page in the deck, which is not numbered, but it's the 21 26th page. Do you see where the heading says Account 22 Settings Page Confusing and Cluttered?</p> <p>23 A. I read that.</p> <p>24 Q. Okay. Do you agree that the account 25 settings page that we are looking at was confusing and</p> <p style="text-align: right;">Page 205</p>

<p>1 cluttered?</p> <p>2 A. I don't agree.</p> <p>3 Q. Why not?</p> <p>4 A. Because "account settings" at the top</p> <p>5 left-hand side is the very first thing you see, and</p> <p>6 then every account setting is very clearly laid out</p> <p>7 both on the top across and on the left-hand side; so</p> <p>8 not only is it once but twice to make sure people see</p> <p>9 it.</p> <p>10 Q. And then going back to the list of topics</p> <p>11 on page 25, the third one says, "Enter password,</p> <p>12 already entered on login."</p> <p>13 Did you have any concerns about the fact</p> <p>14 that the cancellation -- let me start again.</p> <p>15 Do you have any concerns, as you sit here</p> <p>16 today, that the Match.com cancellation flow required</p> <p>17 the subscriber to enter the password?</p> <p>18 A. No.</p> <p>19 Q. Why not?</p> <p>20 A. Well, it says, "The information you are</p> <p>21 about to view is private," so this is to make sure you</p> <p>22 protect information from users and then very clear</p> <p>23 "continue cancelation" button.</p> <p>24 Q. When you say "protect information from</p> <p>25 users," what do you mean?</p> <p style="text-align: right;">Page 206</p>	<p>1 important for us to understand success rates and who</p> <p>2 was -- who were the people that actually found success.</p> <p>3 Q. And when you were the CEO of Match.com, did</p> <p>4 you ever have any concerns about the Match.com</p> <p>5 cancellation flow that you can recall as you sit here</p> <p>6 today?</p> <p>7 A. I don't recall; although, I see the</p> <p>8 "continue to cancel" button on each of these screens.</p> <p>9 MS. ZAMBRANO: One moment.</p> <p>10 BY MS. ZAMBRANO:</p> <p>11 Q. Do you understand that the allegation of</p> <p>12 the FTC in this case is that Match.com's cancellation</p> <p>13 flow is not simple?</p> <p>14 A. Yes, I understand that.</p> <p>15 Q. Do you -- did you ever hear anyone at</p> <p>16 Match.com when you were the CEO express that there was</p> <p>17 an intent to make the cancellation flow not simple?</p> <p>18 A. There was never any intention to make a</p> <p>19 cancellation flow not simple; in fact, we looked at all</p> <p>20 the data that suggests high 90 percent of people had no</p> <p>21 problem cancelling.</p> <p>22 Q. Do you recall any discussions when you were</p> <p>23 the CEO of Match.com about making the product more</p> <p>24 difficult to cancel?</p> <p>25 A. No. We would not want to make the product</p> <p style="text-align: right;">Page 208</p>
<p>1 A. I mentioned before that as in order to make</p> <p>2 sure -- I don't remember this flow, so I don't remember</p> <p>3 the specifics, but the reason that we asked people for</p> <p>4 information about user name or password is to make sure</p> <p>5 that there are no bad architects entering this page, so</p> <p>6 to make sure that they can't get in and access any</p> <p>7 information including user information or other</p> <p>8 information.</p> <p>9 Q. And then back to the list of topics, there</p> <p>10 is a survey question that's referenced Number 6. Do</p> <p>11 you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Are you -- you just testified you're</p> <p>14 not familiar with the Match.com flow per se, but do you</p> <p>15 recall that the cancellation flow asked subscribers why</p> <p>16 they were cancelling their membership?</p> <p>17 A. I don't remember the specifics of the flow,</p> <p>18 but we have a very unique category in business that is</p> <p>19 episodic, and so people leave because they're happy and</p> <p>20 they might leave because they're not happy. So they</p> <p>21 leave because they found someone.</p> <p>22 Well, we don't know why people are leaving,</p> <p>23 and in order for us to understand why people leave and</p> <p>24 how to improve the product either for other people in</p> <p>25 the community or when and if they come back, it's</p> <p style="text-align: right;">Page 207</p>	<p>1 difficult to cancel because at the end of the day, our</p> <p>2 customers would either tell people about it or come</p> <p>3 back themselves, and so if we made -- if customers were</p> <p>4 unhappy leaving our site or app, they wouldn't come</p> <p>5 back, and as I mentioned before, half the people that</p> <p>6 come every day are past customers, and so it would not</p> <p>7 make sense to make our customers unhappy or frustrated.</p> <p>8 MS. ZAMBRANO: Pass the witness.</p> <p>9 RE-EXAMINATION</p> <p>10 BY MS. ZUCKERMAN:</p> <p>11 Q. Ms. Ginsberg, could you please look at</p> <p>12 Exhibit 2?</p> <p>13 So in this exhibit, the email thread is</p> <p>14 dated March 14, 2018, right?</p> <p>15 A. Yes.</p> <p>16 Q. At this point in time, you were the CEO of</p> <p>17 Match Group, Inc.; is that correct?</p> <p>18 A. Yes.</p> <p>19 Q. Did you serve as the CEO of Match Group</p> <p>20 North America at this point as well?</p> <p>21 A. '18, '19, I do not believe; so no, I do not</p> <p>22 think so.</p> <p>23 Q. Do you know who served as the Match Group</p> <p>24 North America CEO at this point in time?</p> <p>25 A. I believe it was Match -- so can you ask me</p> <p style="text-align: right;">Page 209</p>

<p>1 the question again?</p> <p>2 Q. Sure.</p> <p>3 Who was the CEO of Match Group North</p> <p>4 America at this point in time?</p> <p>5 A. I don't remember the titles, but Amarnath</p> <p>6 Thombre was over -- I actually don't know his title,</p> <p>7 but he was over -- he was over the North America brands</p> <p>8 with the exception of Tinder.</p> <p>9 Q. Do you know who served as the CEO of</p> <p>10 Match.com around this time March 2018?</p> <p>11 A. I can't remember -- I can't remember</p> <p>12 timing. But I believe it was Hasam Hosseini, but I</p> <p>13 don't remember the timing.</p> <p>14 Q. Would you look at Exhibit 19, please? So</p> <p>15 you testified that you didn't agree with the</p> <p>16 accusations that the FTC made against Match Group. Why</p> <p>17 not?</p> <p>18 A. So from what I remember and understand that</p> <p>19 the FTC accused, which I think we go into detail that</p> <p>20 they accused, for example, that we were -- I can't</p> <p>21 remember the exact term, but we were okay having</p> <p>22 fraudulent users in our community. And that's not</p> <p>23 true. We would never have fraudulent users in our</p> <p>24 community intentionally.</p> <p>25 So I spent three sentences explaining how</p> <p style="text-align: right;">Page 210</p>	<p>1 that. I'm not quite sure that's what she testified to,</p> <p>2 but the record will show. Object to the extent it</p> <p>3 mischaracterizes her testimony.</p> <p>4 A. I am referring to the slide which is</p> <p>5 "Change/Cancel membership. The information you are</p> <p>6 about to view is private."</p> <p>7 I'm reading it off the slide.</p> <p>8 BY MS. ZUCKERMAN:</p> <p>9 Q. Which slide are you looking at?</p> <p>10 A. It's two slides back. It's 25, 26, 27. I</p> <p>11 literally just read it off the slide. I'm assuming</p> <p>12 this is accurate and there's nothing inaccurate in your</p> <p>13 slides.</p> <p>14 Q. Do you remember for a fact that the</p> <p>15 information that the user was about to view is private?</p> <p>16 A. I don't remember. But I -- I read it off</p> <p>17 of here.</p> <p>18 Q. What about communications with other users?</p> <p>19 Would a user have to enter a password to access those</p> <p>20 communications?</p> <p>21 A. I believe so because that's sensitive</p> <p>22 consumer information.</p> <p>23 Q. So a Match.com user had to enter his or her</p> <p>24 password every time they wanted to communicate with</p> <p>25 another user?</p> <p style="text-align: right;">Page 212</p>
<p>1 we fight it, why we fight it, because it is actually</p> <p>2 not a benefit for us to have fraudulent users ever in</p> <p>3 our community.</p> <p>4 Q. What about FTC's claims related to</p> <p>5 chargebacks; did you agree with those accusations?</p> <p>6 A. I can't remember the details of -- of those</p> <p>7 accusations.</p> <p>8 Q. What about the FTC's claims regarding the</p> <p>9 online cancellation practices of Match.com; did you</p> <p>10 agree with those accusations?</p> <p>11 A. I can't remember the details.</p> <p>12 Q. Would you look at Exhibit 17 please, page</p> <p>13 25?</p> <p>14 A. I don't have page numbers.</p> <p>15 Q. So Exhibit 17 has page 24 and then the next</p> <p>16 page should be page 25.</p> <p>17 A. Okay.</p> <p>18 Q. At the top it says "Match Cancellation</p> <p>19 Process," right?</p> <p>20 A. Yes.</p> <p>21 Q. You just testified that the information</p> <p>22 that users were about to view were private. Where did</p> <p>23 you get that?</p> <p>24 A. As I said --</p> <p>25 MS. ZAMBRANO: I am going to object to</p> <p style="text-align: right;">Page 211</p>	<p>1 MS. ZAMBRANO: Objection. Incomplete</p> <p>2 hypothetical. Calls for speculation on "every time."</p> <p>3 A. I don't remember the exact business risk,</p> <p>4 but I hope that we would not let people communicate</p> <p>5 with other users without logging in.</p> <p>6 BY MS. ZUCKERMAN:</p> <p>7 Q. So every time that a Match.com user was</p> <p>8 logging in to their account, did they have to enter</p> <p>9 their password?</p> <p>10 MS. ZAMBRANO: Again, vague and ambiguous</p> <p>11 on "Match.com user" and lacks foundation.</p> <p>12 A. I don't really know the specifics of the</p> <p>13 flow, but you would not have been able to communicate</p> <p>14 with the user without being in the system.</p> <p>15 BY MS. ZUCKERMAN:</p> <p>16 Q. So when a Match.com user is logged into the</p> <p>17 account and they access the account settings page to</p> <p>18 cancel their membership, were they required to re-enter</p> <p>19 their password?</p> <p>20 A. I don't remember the details of the flows</p> <p>21 for the one brand. I'm sorry.</p> <p>22 Q. You previously testified that we looked at</p> <p>23 data of high 90 percent of people who had no trouble</p> <p>24 cancelling. Where did you get that information?</p> <p>25 A. I just always remember that as we looked at</p> <p style="text-align: right;">Page 213</p>

<p>1 I, MANDY GINSBERG, have read the foregoing</p> <p>2 deposition and hereby affix my signature that same is</p> <p>3 true and correct, except as noted above.</p> <p>4</p> <p>5 _____</p> <p>6 MANDY GINSBERG</p> <p>7 STATE OF _____)</p> <p>8 COUNTY OF _____)</p> <p>9</p> <p>10 Before me _____ on this day</p> <p>11 personally appeared MANDY GINSBERG, known to me (or</p> <p>12 proved to me on the oath of _____ or</p> <p>13 through _____ (description of identity card</p> <p>14 or other document)) to be the person whose name is</p> <p>15 subscribed to the foregoing instrument and acknowledged</p> <p>16 to me that he executed the same for the purposes and</p> <p>17 consideration therein expressed.</p> <p>18 Given under my hand and seal of office this</p> <p>19 _____ day of _____, _____.</p> <p>20</p> <p>21 _____</p> <p>22 Notary Public in and for the</p> <p>23 State of _____</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 222</p>	<p>1 for, related to, nor employed by any of the parties or</p> <p>2 attorneys in the action in which this proceeding was</p> <p>3 taken;</p> <p>4 Further, I am not a relative or employee of</p> <p>5 any attorney of record, nor am I financially or</p> <p>6 otherwise interested in the outcome of the action.</p> <p>7 Subscribed and sworn to on this date:</p> <p>8 March 13, 2023.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 224</p>
<p>1 REPORTER'S CERTIFICATION</p> <p>2 DEPOSITION OF MANDY GINSBERG</p> <p>3 February 23, 2023</p> <p>4 I, Joseph D. Hendrick, Notary Public and</p> <p>5 Certified Shorthand Reporter in the State of Texas,</p> <p>6 hereby certify to the following:</p> <p>7 That the Witness, MANDY GINSBERG, was duly</p> <p>8 sworn by the officer and that the transcript of the</p> <p>9 oral deposition is a true record of the testimony given</p> <p>10 by the witness;</p> <p>11 I further certify that pursuant to FRCP</p> <p>12 Rule 30(f)(1) the signature of the deponent:</p> <p>13 X was requested by the deponent or</p> <p>14 a party before the completion of the deposition and is</p> <p>15 to be returned within 30 days from date of receipt of</p> <p>16 the transcript;</p> <p>17 _____ was not requested by the</p> <p>18 deponent or a party before the completion of the</p> <p>19 deposition;</p> <p>20 I further certify that the amount of time</p> <p>21 used by each party is as follows:</p> <p>22 Sarah Zuckerman - 04:45:47</p> <p>23 Angela Zambrano - 00:17:32</p> <p>24 All Other Counsel - 00:00:00</p> <p>25 I further certify that I am neither counsel</p> <p style="text-align: right;">Page 223</p>	<p>1 Angela Zambrano</p> <p>2 angela.zambrano@sidley.com</p> <p>3 March 13, 2023</p> <p>4 RE: Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>5 2/23/2023, Mandy Ginsberg (#5651550)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 errata-tx@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 225</p>

EXHIBIT 70

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION
FEDERAL TRADE COMMISSION, §
§ Case No. 3:19-cv-02281-K
Plaintiff, §
§
v. §
§
MATCH GROUP, INC., a §
corporation, and MATCH §
GROUP, LLC, formerly known §
as MATCH.COM, LLC, a §
limited liability company, §
§
Defendants. §

ORAL DEPOSITION OF
SHARMISTHA DUBEY
as 30(b)(6) Representative of Match Group, Inc.,
March 3, 2023

ORAL DEPOSITION OF SHARMISTHA DUBEY as 30(b)(6)
Representative of Match Group, Inc., produced as a
witness at the instance of the Plaintiff, and duly
sworn, taken in the above-styled and numbered cause on
March 3, 2023, from 9:04 a.m. to 5:26 p.m., before
Joseph D. Hendrick, Certified Shorthand Reporter in and
for the State of Texas, reported by machine shorthand,
at the offices of Sidley Austin LLP, 2021 McKinney
Avenue, Suite 2000, Dallas, Texas, pursuant to Notice
and the Federal Rules of Civil Procedure and any
provisions stated on the record or attached hereto.


Job No. 5651555

<p>1 of in-the-weeds topics than other Match Group CEOs had 2 been during the time period between 2013 and the 3 present? 4 A. Not necessarily. 5 Q. So this is the type of information that 6 would be provided to any Match Group, Inc., CEO given 7 the significance of the impact on profit and loss; is 8 that correct? 9 MR. MUNDEL: I am going to object as beyond 10 the scope and vague as to this type of information, and 11 it appears to be a hypothetical that's incomplete, so I 12 object on that ground too. 13 A. So, again, I don't know what was presented 14 to Greg, I have no memory of it. 15 Again, I don't think Greg would comprehend 16 any of this type of level of detail, so my strong 17 assumption is it -- this was not what was provided. 18 What was told to him is that there is some changes 19 being made which may impact 3.3 million of EBITDA and 20 we'll let you know, and that would have been at the 21 level of conversation. 22 Obviously the operating leaders wanted to 23 have all the information in case somebody asks a 24 question in a meeting, but generally Greg wouldn't know 25 what to do with any of this, he wouldn't know how to</p> <p style="text-align: right;">Page 162</p>	<p>1 facts. And inconsistent with the testimony that he was 2 presented with some policy. 3 Go ahead. 4 A. If I was in his position, the way I would 5 have operated was to tell them look, see what -- you 6 know, do the best -- do the best outcome for both the 7 consumer and the business, and it is what it is. If it 8 can't be solved, it can't be solved. But try and see 9 if you can offset in other ways or in other areas, I 10 mean, that is something that comes out of oversight of 11 financials. Try to meet your plan. If this is causing 12 a deficit, is there anything else that can drive a 13 little more revenue, maybe spend a little more 14 marketing dollars and drive additional traffic. That's 15 a level of conversation that can happen. 16 But there is nobody at the Match Group, 17 Inc., level that has enough time or knowledge or 18 understanding to -- of something like MG -- the 19 six-month guarantee or cancellation flow to be able to 20 dictate anything, quite frankly. 21 BY MR. TEPFER: 22 Q. So I guess my question's slightly 23 different. For example, would -- you know, I 24 understand your position's that you would not have 25 engaged in that level of micromanagement, I guess is</p> <p style="text-align: right;">Page 164</p>
<p>1 solve it, how to do any of it. But he ought to be made 2 aware that the -- already in January they're missing 3 forecasts by 3.3 million. 4 BY MR. TEPFER: 5 Q. So if it was determined that eliminating 6 the six-month guarantee would cause a significant 7 deviation from the forecast, is that the type of thing 8 that would be brought to the attention of the Match 9 Group, Inc., CEO? 10 MR. MUNDEL: Objection. Beyond the scope. 11 Assumes facts and incomplete hypothetical. 12 A. If you are asking me hypothetically 13 something changes and there's a big deviation, the 14 context by which they report up to MGI is yes, we're 15 going to see a big change, I don't know, millions of 16 dollars of change, usually don't get into a whole lot 17 of details. The maximum you would know is MG -- it's 18 related to the MG guarantee, and that would be the end 19 of it. 20 BY MR. TEPFER: 21 Q. Would Mr. Blatt have had authority, when 22 presented with this refund policy, to direct that 23 changes be made to the policy? 24 MR. MUNDEL: I am going to object as beyond 25 the scope as to authority of Mr. Blatt. Assuming</p> <p style="text-align: right;">Page 163</p>	<p>1 what you are saying; is that correct? 2 MR. MUNDEL: I am going to -- 3 A. It's not micromanagement, it's not our 4 role. Our role is to oversee financial performance, 5 not all the underlying things that drive financial 6 performance. 7 BY MR. TEPFER: 8 Q. And so my question is, setting that aside, 9 speaking in terms of the authority of the Match Group, 10 Inc., CEO, would the Match Group, Inc., CEO have had 11 authority to, for example, direct changes concerning 12 the refund policy that he was presented? 13 MR. MUNDEL: I am going to object as beyond 14 the scope as to authority, I am going to object as 15 asking for a legal conclusion, and I can't tell because 16 of the way the question was formed, it's either a 17 hypothetical or it misstates facts. 18 A. Here's the thing. That's not how we 19 operate. I don't know how -- you know, when you're 20 sitting at such a distance from this kind of level of 21 detail, no good leader should ever dictate making 22 changes to any of this stuff. It's just not something 23 you should do and nobody ever does. A good leader 24 certainly wouldn't do that. That's not how we 25 operated. I would never do it. I would be -- and of</p> <p style="text-align: right;">Page 165</p>

<p>1 course, you should ask Greg, but he -- this is not 2 something he would dictate because he doesn't know. 3 BY MR. TEPFER: 4 Q. So you testified you don't remember this 5 particular meeting? 6 A. I do not remember this meeting, no. 7 Q. About how often did you meet with Greg 8 Blatt when he was MGI CEO? 9 A. This seems to be the -- in the context of 10 the monthly forecasts, so this would be a monthly 11 thing. 12 Q. Would you meet with him more than once a 13 month? 14 A. You have to ask me the year because it 15 would depend on what my particular role was at the 16 time. 17 Q. What role did you meet with him most 18 frequently in? 19 A. The most I met with him was in 2017 because 20 I had two -- two different -- I was wearing two 21 different hats, if you remember. I was president of 22 Match Group North America and I was also the COO of 23 Tinder, and so he was the CEO of Tinder. So the most 24 interaction I've ever had with Greg Blatt was as the 25 Tinder COO to the Tinder CEO on all topics related to Page 166</p>	<p>1 keeps coming up again and again that customers complain 2 they cancel and we still auto renew them." 3 Sorry. 4 Do you recall what refund policy situation 5 you are referring to here? 6 MR. MUNDEL: Objecting as beyond the scope. 7 You can answer in your personal capacity. 8 A. I don't remember details of any of this, 9 but I can infer, reading from this, it is generally 10 something I would do in that capacity. If there is a 11 customer complaint, I would have folks investigate, 12 find out if there is a bug or a system problem or there 13 is any confusion in it, and I would have someone do a 14 deeper dive into it. 15 BY MR. TEPFER: 16 Q. And it's -- is this the refund policy issue 17 that in the prior exhibit, Exhibit 12, was being 18 discussed with Mr. Blatt? 19 MR. MUNDEL: Object as beyond the scope. 20 Assuming facts, "have a discussion with Mr. Blatt," and 21 also calls for speculation. 22 A. I don't know for sure but doesn't sound 23 like it. That sounds like something already done and 24 this is after that -- after that. 25 BY MR. TEPFER: Page 168</p>
<p>1 Tinder. 2 Q. So the product department at MG LLC does 3 not report to anyone at MGI; is that correct? 4 A. There's no product department at MG LLC. 5 There are product department -- the product teams for 6 each operating brand or platform. So Match.com has a 7 platform team. People Media -- sorry. Match.com has a 8 product team. People Media has a product team. And 9 they report to the GM or CEO of that business. 10 (Marked Deposition Ex. 13) 11 MR. TEPFER: Let the record reflect I am 12 handing the witness what has been marked Exhibit 13. 13 It has a Bates number on the first page of 14 MATCHFTC543646. It's a two-page document. 15 BY MR. TEPFER: 16 Q. And if you could just take a moment and let 17 me know if this is something that you have reviewed. 18 A. I believe I have reviewed this, some 19 version of this - maybe there's a few other strings in 20 it - as part of the prep. 21 Q. Do you recall this discussion back in 2016? 22 A. I do not. 23 Q. So in your initial email on the second page 24 at the start of the thread, you state that "We've been 25 discussing the refund policy situation and I thing Page 167</p>	<p>1 Q. But you're unsure about that? 2 A. Yeah, I don't remember much from that time. 3 Q. Do you recall a recurring issue relating to 4 customers complaining that they cancel but still being 5 auto renewed by Match.com? 6 MR. MUNDEL: I am going to object as beyond 7 the scope. 8 You can answer in your personal capacity. 9 A. I have very little overall memory, not very 10 many specifics, I -- of getting such complaints every 11 once in a while. Most of the time I remember it would 12 end up becoming no, they actually did -- you know, 13 never tried to cancel and they just complained that 14 they canceled, that was something I remember hearing 15 back then after we investigated every -- every one of 16 these complaints, but we would always -- I mean, if 17 ever we saw something that felt was an increased 18 complaint, we would investigate, have the teams look 19 into it, because there's a thing you have to understand 20 about our business. There is two main ways that our 21 business operates, and it's been true from the 22 beginning to -- the history of this category up to 23 today. 24 The first is word of mouth. Our entire 25 category has grown by people having success and saying Page 169</p>

<p>1 good things and asking others to join these platforms. 2 So it's really important that we don't piss off 3 customers. 4 And the second big thing, the way our 5 business works, it's an episodic turn business and more 6 than half of our customers are returning customers. 7 They come back and they pay. So, you know, it would 8 never make sense to be shortsighted about pissing them 9 off on their way. 10 So, by far, here's what I know: Thousands 11 and thousands of people successfully canceled every 12 day, but we would get a handful of complaints, we would 13 investigate every one of those complaints. Most of the 14 complaints were people had just forgotten to cancel, 15 but they kind of accused the company that oh, no, no, 16 no, I tried to cancel and it didn't stick, as often 17 happens, I -- I have done that to my WiFi subscription 18 on American Airlines, too, and then -- but most of the 19 time we would -- I mean, I -- this is not unusual for 20 me to say, I've heard a few people tell me this, please 21 make sure there is not a systemic issue here and 22 there's no confusion here. And people would go, they 23 would look at it, and they would make the determination 24 no, it's largely working the way it should, it's not 25 confusing to most users, it is capturing the</p> <p style="text-align: right;">Page 170</p>	<p>1 A. Not the -- I have no memory of the 2 specifics of any of this, but as from what I remember 3 of how we operated, yes, somebody would come back to me 4 and say this is what we found. 5 Q. And this recurring issue here, is that 6 something that you would report to Match Group, Inc.? 7 MR. MUNDEL: I am going to object as to, 8 when you say recurring issue, what you are referring 9 to. 10 MR. TEPFER: The one thing keeps coming up 11 again and again, is what I'm referring to. 12 A. This is not something I would ever find it 13 necessary to report up to Match Group, Inc. 14 BY MR. TEPFER: 15 Q. If making changes to the cancellation flow 16 were to -- were determined to significantly affect the 17 profits and loss that we've been discussing, is that 18 the type of thing that you would have reported to the 19 Match Group, Inc., CEO? 20 MR. MUNDEL: Object as time period, 21 incomplete hypothetical. Are you asking hypothetically 22 or if that ever occurred? 23 MR. TEPFER: Well, I'm just asking if 24 that's the type of thing, you know, at this time 25 period.</p> <p style="text-align: right;">Page 172</p>
<p>1 information that we absolutely need, and, you know, 2 either there is an opportunity for improvement or not, 3 but that is very standard to how we would operate. 4 BY MR. TEPFER: 5 Q. In -- you referenced some investigation 6 that was being done concerning this type of issue; is 7 that correct? 8 MR. MUNDEL: Misstates the testimony. 9 A. That's not what I said. I said, if you 10 look at -- I'm going by what's written here. "Can 11 you" -- "can somebody take a closer look at it and see 12 what might be going on?" 13 So that is my direction to the product and 14 analytics team, to go dig into this and see if there is 15 either a systemic issue or is there some -- something 16 else going on here. 17 BY MR. TEPFER: 18 Q. Did they report back to you on that? 19 A. They probably would have in some form. I 20 don't remember this particular instance. But in that 21 capacity, when I would have asked them, they would 22 have, yes. 23 Q. And -- but you don't recall the specific 24 results of this particular request where you asked them 25 to look into this issue?</p> <p style="text-align: right;">Page 171</p>	<p>1 MR. MUNDEL: So hypothetically if it 2 happened would it have been reported? 3 MR. TEPFER: Yeah. 4 MR. MUNDEL: I object to incomplete 5 hypothetical, beyond the scope. 6 A. Here's how it would work: If -- if 7 somebody came back, let's say, after this 8 hypothetically and say, you know, we're going to have 9 to change something, it may have some financial impact, 10 generally all the time that I was running, and almost I 11 can -- I can speak on behalf of most of the people 12 culturally that we had running these businesses who 13 always wanted to do right by the customer would say, 14 well, if it feels like the right thing to do, we have 15 to do this. If it is a small hit, would never, ever go 16 up in any -- it wouldn't get -- it would get absorbed. 17 But most of the time, I would have 18 addressed it saying, okay, let's say if it's a 19 million-dollar hit, let's see what -- where we can get 20 another million-dollar positive upside that we can 21 accelerate or something in the road map, or we can 22 spend up in marketing, and it wouldn't change our 23 forecast and there was no reason for it to ever go up 24 to Match Group, Inc. 25 BY MR. TEPFER:</p> <p style="text-align: right;">Page 173</p>

<p>1 Q. What --</p> <p>2 A. And --</p> <p>3 Q. Sorry.</p> <p>4 A. And if it ended up in all of our</p> <p>5 investigation in that particular narrow period of time</p> <p>6 we were still going to see a meaningful multi-million</p> <p>7 impact to forecast, then we would tell them look, we'll</p> <p>8 get a missed forecast, some of the big -- you don't</p> <p>9 have to know all of the details, but there are some</p> <p>10 changes we're thinking that we're making for the</p> <p>11 benefit of a -- of customer experience, which is the</p> <p>12 right thing to do so we're going to have to bring it</p> <p>13 down. That's the normal operational conversations that</p> <p>14 would happen.</p> <p>15 Q. You referenced a road map. What's that?</p> <p>16 A. There is a thing called product roadmap</p> <p>17 which is maintained by the product team at each</p> <p>18 operating platform, our brand -- or business. It is</p> <p>19 the development work that is planned for some future</p> <p>20 period of time, and it's completely different based on</p> <p>21 the particular platform. They have -- every</p> <p>22 product/platform brand has its own product roadmap and</p> <p>23 they revise it, they change it, they do their thing</p> <p>24 with it at various periods.</p> <p>25 Q. And later in the thread it appears this</p> <p style="text-align: right;">Page 174</p>	<p>1 So do you personally recall any advocacy</p> <p>2 about the cancel process?</p> <p>3 A. I don't remember any of the specifics of</p> <p>4 this.</p> <p>5 BY MR. TEPFER:</p> <p>6 Q. And this particular proposal was never</p> <p>7 provided to Match Group, Inc.?</p> <p>8 MR. MUNDEL: I would object as to what you</p> <p>9 are referring to when you say "this particular</p> <p>10 proposal." And then I am also going to object as</p> <p>11 beyond the scope.</p> <p>12 A. I am assuming you are referring to this</p> <p>13 paragraph by Kris?</p> <p>14 BY MR. TEPFER:</p> <p>15 Q. No, sorry. I'm referring to this last</p> <p>16 sentence here on page 1.</p> <p>17 A. I don't know what she's talking about. You</p> <p>18 have to show me what this is. I don't remember --</p> <p>19 Q. Sure.</p> <p>20 A. -- I don't even know that I -- I remembered</p> <p>21 at that time what she was talking about.</p> <p>22 Q. Okay.</p> <p>23 A. Which is why I'm assuming Kris writes that</p> <p>24 whole thing there.</p> <p>25 Q. And do you remember this email from</p> <p style="text-align: right;">Page 176</p>
<p>1 email went to an individual named Poossenjeet</p> <p>2 Bhattacharya. Do you know Mr. Bhattacharya?</p> <p>3 A. I remember Poossen. I think he was on the</p> <p>4 analytics team for Match.com.</p> <p>5 Q. Are you aware -- so Melissa states in</p> <p>6 the -- at the bottom of the first page, "I've looped in</p> <p>7 Kris - we've previously advocated to make the cancel</p> <p>8 process simpler for our members to help prevent this</p> <p>9 type of complaint."</p> <p>10 Are you aware of any advocacy for changes</p> <p>11 to the cancellation mechanism at around this time in</p> <p>12 2016?</p> <p>13 MR. MUNDEL: I am going to object beyond</p> <p>14 the scope, obviously, of the topics, right? This</p> <p>15 isn't -- you are not asking her on behalf of MGI, are</p> <p>16 you?</p> <p>17 MR. TEPFER: I'm asking if she's aware of</p> <p>18 this, and then I would like to know if this advocacy</p> <p>19 was to anyone at Match Group, Inc. I think that's</p> <p>20 wholly appropriate.</p> <p>21 MR. MUNDEL: You are asking her for</p> <p>22 awareness --</p> <p>23 MR. TEPFER: This particular question, yes,</p> <p>24 I'm just asking if she recalls this.</p> <p>25 MR. MUNDEL: Personally.</p> <p style="text-align: right;">Page 175</p>	<p>1 Ms. Auderer?</p> <p>2 A. I do not remember this email from back in</p> <p>3 the day, but I can see it now.</p> <p>4 Q. Do you recall forwarding this email to</p> <p>5 Ms. Lam and Sushil Sharma?</p> <p>6 A. I don't remember it, but it would be a very</p> <p>7 logical thing for me to do because they were on the</p> <p>8 product team. And I would say, look, I would tell them</p> <p>9 to go see if there was any merit to what Kris was</p> <p>10 asking.</p> <p>11 Oh, and I do want to say none of this would</p> <p>12 ever go up to MGI. That was the question I didn't</p> <p>13 answer.</p> <p>14 (Marked Deposition Ex. 14)</p> <p>15 MR. TEPFER: I am now handing the witness</p> <p>16 what's been marked -- well, I grabbed the wrong one.</p> <p>17 Sorry.</p> <p>18 Okay. I am now handing the witness what's</p> <p>19 been marked Exhibit 14, and it's a one-page document,</p> <p>20 MATCHFTC543542.</p> <p>21 BY MR. TEPFER:</p> <p>22 Q. If you will just take a moment.</p> <p>23 A. It sounds like it's all the same. Do you</p> <p>24 have the full thread so I know exactly? Because I</p> <p>25 don't remember the context. So if you give me the full</p> <p style="text-align: right;">Page 177</p>

1 State of _____	1 Reid Tepfer - 05:55:21
2	2 Sarah Zuckerman - 00:00:00
3	3 Benjamin M. Mundel - 00:17:35
4	4 Chelsea Priest - 00:00:00
5	5 I further certify that I am neither counsel
6	6 for, related to, nor employed by any of the parties or
7	7 attorneys in the action in which this proceeding was
8	8 taken;
9	9 Further, I am not a relative or employee of
10	10 any attorney of record, nor am I financially or
11	11 otherwise interested in the outcome of the action.
12	12 Subscribed and sworn to on this date:
13	13 March 17, 2023.
14	14
15	15
16	16
17	17
18	18
19	19
20	20 
21	21 Joseph D. Hendrick, CSR #947
22	22 Expiration Date: 04/30/2023
23	23 Notary Comm. Exp. 01/13/23
24	24 Veritext Legal Solutions
25	25 Firm Registration No. 571
	300 Throckmorton Street, Ste. 1600
	Fort Worth, TX 76102
	Telephone (800) 336-4000
Job No. TX5651555	
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1 REPORTER'S CERTIFICATION	1 Benjamin M. Mundel
2 DEPOSITION OF SHARMISTHA DUBEY as 30(b)(6)	2 bmundel@sidley.com
3 Representative of Match Group, Inc.	3 March 17, 2023
4 March 3, 2023	4 RE: Federal Trade Commission v. Match Group, Inc., Et Al.
5 I, Joseph D. Hendrick, Notary Public and	5 3/3/2023, Sharmistha Dubey 30(b)(6) (#5651555)
6 Certified Shorthand Reporter in the State of Texas,	6 The above-referenced transcript is available for
7 hereby certify to the following:	7 review.
8 That the Witness, SHARMISTHA DUBEY as	8 Within the applicable timeframe, the witness should
9 30(b)(6) Representative of Match Group, Inc., was duly	9 read the testimony to verify its accuracy. If there are
10 sworn by the officer and that the transcript of the	10 any changes, the witness should note those with the
11 oral deposition is a true record of the testimony given	11 reason, on the attached Errata Sheet.
12 by the witness;	12 The witness should sign the Acknowledgment of
13 I further certify that pursuant to FRCP	13 Deponent and Errata and return to the deposing attorney.
14 Rule 30(f)(1) the signature of the deponent:	14 Copies should be sent to all counsel, and to Veritext at
15 X was requested by the deponent or	15 errata-tx@veritext.com.
16 a party before the completion of the deposition and is	16
17 to be returned within 30 days from date of receipt of	17 Return completed errata within 30 days from
18 the transcript;	18 receipt of testimony.
19 _____ was not requested by the	19 If the witness fails to do so within the time
20 deponent or a party before the completion of the	20 allotted, the transcript may be used as if signed.
21 deposition;	21
22 I further certify that the amount of time	22 Yours,
23 used by each party is as follows:	23 Veritext Legal Solutions
24 //	24
25 //	25
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EXHIBIT 71

<p>1 A. Well, there really isn't a -- the procedures 2 are in the code. And there really isn't -- I guess the 3 policies and the procedures are in the code, so that's 4 not an area that we -- my team was responsible for, just 5 monitoring the metrics and then just best practices on 6 how to get good chargeback rates, healthy chargeback 7 rates.</p> <p>8 Q. Do you recall the circumstances under which 9 Match would dispute a customer chargeback?</p> <p>10 A. I don't know if I know all of the scenarios. 11 But we would dispute it if there was evidence that the 12 customer utilized their subscription.</p> <p>13 Q. And you said that the policy was in -- the 14 procedures were in the code. What do you mean by "in 15 the code"?</p> <p>16 A. Meaning we can't control -- when a customer 17 issues a chargeback, that is a relationship between 18 themselves and the bank, the issuing -- the bank that 19 issued the credit card. When the chargeback actually 20 comes in and hits our system, that all happens from a 21 code perspective. It's not -- a human doesn't touch 22 that.</p> <p>23 Q. You said "that all happens." What is "that 24 all"?</p> <p>25 A. The recording of the chargeback, any processes Page 254</p>	<p>1 prevailed on a chargeback dispute that Match did not 2 reactivate the consumer's account for the remaining time 3 of their subscription?</p> <p>4 MR. MUNDEL: Object, vague as to time 5 period.</p> <p>6 A. Sorry, could you repeat that? They did not?</p> <p>7 MS. HILLIARD: Will you repeat the 8 question again, please?</p> <p>9 (Requested testimony read: 10 QUESTION: Are you aware that if Match 11 prevailed on a chargeback dispute that 12 Match did not reactivate the consumer's 13 account for the remaining time of their 14 subscription?)</p> <p>15 A. At what point? At what point? Are you asking 16 if that's the case today or if that was the case at any 17 point?</p> <p>18 Q. (BY MS. HILLIARD) Was that the case during 19 any point of time during your tenure?</p> <p>20 A. I'm not 100 percent sure, but it sounds -- it 21 sounds right. But we also had an issue with the 22 chargebacks taking up to three months to come in, and so 23 at that point in time, we wanted to know if the person 24 was in a relationship or anything like that. Plus, they 25 also issued the chargeback themselves, meaning they Page 256</p>
<p>1 beyond that point is in the code. It's not something 2 that a human actions.</p> <p>3 Q. During the time you worked for Match, the 4 chargeback policy was such that when a customer saw a 5 chargeback against Match, the customer lost access to 6 their account. Is that correct?</p> <p>7 A. I don't know if that changed, but at some 8 point that was the case.</p> <p>9 MR. MUNDEL: You're coming up on seven 10 hours here, so I think --</p> <p>11 MS. HILLIARD: We are wrapping up.</p> <p>12 A. Sorry, and I mean, the charge -- when someone 13 issues a chargeback, they're claiming that they did not 14 perform the transaction or they did not authorize the 15 transaction, so I guess that was how it was handled.</p> <p>16 Q. (BY MS. HILLIARD) Did the code automatically 17 deactivate the account?</p> <p>18 A. I don't want to speculate, so I'm not sure.</p> <p>19 Q. Are you aware of whether the Match.com 20 employees had the ability to provide access to the 21 account after it's been deactivated?</p> <p>22 MR. MUNDEL: Form.</p> <p>23 A. I don't want to speculate, so I'm going to say 24 I'm not sure.</p> <p>25 Q. (BY MS. HILLIARD) Are you aware that if Match Page 255</p>	<p>1 claimed that, you know, they didn't make the 2 transaction.</p> <p>3 MR. MUNDEL: How many more questions do 4 you have?</p> <p>5 MS. HILLIARD: I'm not sure. Give me a 6 second. I'm processing something he just said.</p> <p>7 Q. (BY MS. HILLIARD) When Match prevailed on a 8 chargeback dispute --</p> <p>9 A. Yes.</p> <p>10 Q. -- during your tenure at Match --</p> <p>11 A. Yes.</p> <p>12 Q. -- are you aware of whether the person's 13 account was still accessible after that happened?</p> <p>14 MR. MUNDEL: Objection, form. Accessible 15 to who?</p> <p>16 Q. (BY MS. HILLIARD) Adrian, I will rephrase the 17 question.</p> <p>18 A. Yeah.</p> <p>19 Q. Are you aware of whether that person will show 20 up as a visible user in search results?</p> <p>21 A. I am not sure.</p> <p>22 Q. Okay. Are you aware of whether that person 23 could log into their account?</p> <p>24 A. I don't want to guess. So, again, all of this 25 is contained within the code. It's not an area that I Page 257</p>

<p>1 managed, so --</p> <p>2 Q. And the code that you keep referring to, is</p> <p>3 that code maintained and written by people who work for</p> <p>4 Match?</p> <p>5 A. That work for Match.com, yes.</p> <p>6 MS. HILLIARD: I think we're going to</p> <p>7 finish up on that one.</p> <p>8 MR. MUNDEL: Okay. Can we just have a</p> <p>9 four-minute break?</p> <p>10 MS. HILLIARD: Yes.</p> <p>11 (Break from 7:18 p.m. to 7:26 p.m.)</p> <p>12 EXAMINATION</p> <p>13 BY MR. MUNDEL:</p> <p>14 Q. Mr. Ong, I just have a few questions before we</p> <p>15 wrap up. Thank you for your patience. You have in</p> <p>16 front of you Exhibit 19, which is a document that</p> <p>17 involved DSAT, D-S-A-T. Do you remember that?</p> <p>18 A. Yes.</p> <p>19 Q. And is the intent of the DSAT to determine</p> <p>20 satisfaction with the company's products or with the</p> <p>21 customer service representative?</p> <p>22 A. With the customer service representative.</p> <p>23 Q. And how did the company use DSAT scores at</p> <p>24 Match.com?</p> <p>25 A. Can you be more specific?</p> <p style="text-align: right;">Page 258</p>	<p>1 did the company receive a significant number of</p> <p>2 complaints saying that the cancellation flow was not</p> <p>3 simple?</p> <p>4 A. No.</p> <p>5 Q. Compared to the size of your customer base in</p> <p>6 Match.com, did you receive a significant number of</p> <p>7 complaints saying that the six-month guarantee policy</p> <p>8 was difficult to understand?</p> <p>9 A. No.</p> <p>10 Q. Take a look at Exhibit 7 that's in front of</p> <p>11 you. This is an email that counsel for the FTC showed</p> <p>12 you earlier between you, Melissa Clinchy and Mandy</p> <p>13 Ginsberg. And counsel showed you the language that</p> <p>14 said, We're already aware that cancellation flow is too</p> <p>15 long and confusing for members. Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. Can you explain just one more time what you</p> <p>18 meant by that statement?</p> <p>19 A. That it had been received as feedback from</p> <p>20 members.</p> <p>21 Q. And was that sentiment something that you</p> <p>22 heard from a significant number of Match.com members?</p> <p>23 A. No.</p> <p>24 Q. And was it something that you believed in?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 260</p>
<p>1 Q. Yeah. Why were you collecting DSAT data on</p> <p>2 your customer service reps?</p> <p>3 A. Just, I mean, we managed, you know, hundreds</p> <p>4 of customer service reps, and we needed to see who was</p> <p>5 performing, who was being customer friendly, who was</p> <p>6 addressing the issues or questions that our customers</p> <p>7 had. So that's -- it's a metric we look at.</p> <p>8 Q. And when you look at the second page, there's</p> <p>9 a chart here that shows the overall DSAT average based</p> <p>10 upon the topic that was inquired about on the call. Do</p> <p>11 you see that?</p> <p>12 A. Yes.</p> <p>13 Q. And when you have the DSAT score, is that</p> <p>14 intended to determine the satisfaction with the</p> <p>15 underlying policy or with the representative at the call</p> <p>16 center?</p> <p>17 A. The representative at the call center.</p> <p>18 Q. Okay. And during your time when you were the</p> <p>19 head of customer service, is it -- did your team track</p> <p>20 the overall number of calls and inquiries you were</p> <p>21 getting from customers?</p> <p>22 A. Yes.</p> <p>23 Q. And did you also categorize those by topics?</p> <p>24 A. Yes.</p> <p>25 Q. Compared to the size of your customer base,</p> <p style="text-align: right;">Page 259</p>	<p>1 Q. And did you have a chance to review the entire</p> <p>2 cancellation flow at Match.com?</p> <p>3 A. At some point. At some point, yes.</p> <p>4 Q. And did you also review data related to the</p> <p>5 cancellation flow?</p> <p>6 A. Yes.</p> <p>7 Q. And what was your conclusion, if any, about</p> <p>8 the simplicity or difficulty of the cancellation flow</p> <p>9 from your review of the flow itself and the data?</p> <p>10 MS. HILLIARD: Objection to form,</p> <p>11 compound.</p> <p>12 A. Holistically we looked at it, and the majority</p> <p>13 of users found it easy to cancel and were able to do it</p> <p>14 themselves, or they were able to contact us and we</p> <p>15 helped them do it.</p> <p>16 Q. (BY MR. MUNDEL) And that's an important</p> <p>17 point. Was the online cancel flow the only way</p> <p>18 customers could cancel?</p> <p>19 A. No. They could -- they could contact us, and</p> <p>20 we could do it for them as well.</p> <p>21 Q. And did that happen with regularity at</p> <p>22 Match.com?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Let's look at Exhibit 3, another</p> <p>25 document you saw earlier with counsel for the FTC. And</p> <p style="text-align: right;">Page 261</p>

<p>1 this is an email from you where you say, I'd add the</p> <p>2 before you go text is misleading since that would</p> <p>3 suggest that the cancellation process may be complete.</p> <p>4 It's on the last page. Do you see that last</p> <p>5 line about "before you go"?</p> <p>6 A. Yes.</p> <p>7 Q. And when you sent this email on May 17, 2016,</p> <p>8 were you actually looking at the cancellation flow text</p> <p>9 that said before you go on Match.com?</p> <p>10 A. No.</p> <p>11 Q. Were you looking at some other document?</p> <p>12 A. Screenshots.</p> <p>13 Q. And were the screenshots the same size as the</p> <p>14 Match.com cancellation flow?</p> <p>15 A. No.</p> <p>16 Q. Were they bigger?</p> <p>17 A. Significantly smaller.</p> <p>18 Q. And was some of the text impeded because of</p> <p>19 the screenshots being on top of one another?</p> <p>20 A. Yes.</p> <p>21 Q. Did you have a chance to look at the entire</p> <p>22 flow in context after you sent this email about the</p> <p>23 before you go?</p> <p>24 A. Yes.</p> <p>25 Q. And what did you conclude about the text</p> <p style="text-align: right;">Page 262</p>	<p>1 the business or questions to others in the business so</p> <p>2 they could analyze whether the changes were appropriate?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And did you take or did -- I guess let</p> <p>5 me ask this. Was the product team the team that's</p> <p>6 responsible for the cancel flow?</p> <p>7 A. Yes.</p> <p>8 Q. And did the changes that are shown -- the</p> <p>9 suggestions that are shown in Exhibit 4 and 6, were</p> <p>10 those taken to the product team for consideration?</p> <p>11 A. Yes.</p> <p>12 Q. And what was the result of that consideration?</p> <p>13 A. They looked at it and ultimately with</p> <p>14 additional data that -- I guess that my team had not</p> <p>15 looked at saw that the majority of users were able to</p> <p>16 cancel by themselves or cancel through the help of the</p> <p>17 customer service team and that the flow was easy to</p> <p>18 understand.</p> <p>19 Q. And did you agree with that conclusion?</p> <p>20 A. Yes.</p> <p>21 Q. Let's look at Exhibit 9. Exhibit 9 is some</p> <p>22 emails about the Better Business Bureau complaints.</p> <p>23 A. Okay.</p> <p>24 Q. Did Match.com track complaints to the Better</p> <p>25 Business Bureau from customers?</p> <p style="text-align: right;">Page 264</p>
<p>1 before you go?</p> <p>2 A. That there was clear text stating that there</p> <p>3 were additional steps to be completed.</p> <p>4 Q. Okay. Now I want to show you Exhibit 6 and</p> <p>5 Exhibit 4. These are PowerPoint presentations that</p> <p>6 counsel for the FTC asked you about that involved some</p> <p>7 questions about the cancellation flow and some potential</p> <p>8 changes to it. Do you see those documents?</p> <p>9 A. Yes.</p> <p>10 Q. And let me start with this. During your time</p> <p>11 at Match.com, were there questions internally raised</p> <p>12 about possible changes to the cancellation flow?</p> <p>13 A. In terms of from customer feedback?</p> <p>14 Q. From people at the company suggesting should</p> <p>15 we make this change or should we make that change?</p> <p>16 A. Yes.</p> <p>17 Q. And what was the philosophy that Match.com had</p> <p>18 about considering those changes?</p> <p>19 MS. HILLIARD: Objection, form.</p> <p>20 A. Employees were open and encouraged to make</p> <p>21 suggestions as they saw fit.</p> <p>22 Q. (BY MR. MUNDEL) And did you encourage your</p> <p>23 employees to do that?</p> <p>24 A. Yes.</p> <p>25 Q. And did you take those concerns to others in</p> <p style="text-align: right;">Page 263</p>	<p>1 Let me ask a better question. Did you from</p> <p>2 time to time receive complaints through the Better</p> <p>3 Business Bureau from customers?</p> <p>4 A. Yes.</p> <p>5 Q. Did the company ignore those complaints?</p> <p>6 A. No.</p> <p>7 Q. What did the company do?</p> <p>8 A. It worked through them. It worked through</p> <p>9 them and tried to respond to them.</p> <p>10 Q. And do you see here there's numbers of Better</p> <p>11 Business Bureau complaints by category?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And during your time at Match.com, were</p> <p>14 the number of customers that filed complaints with the</p> <p>15 Better Business Bureau significant or an insignificant</p> <p>16 number?</p> <p>17 A. Insignificant.</p> <p>18 Q. I am going to show you, just take a look at</p> <p>19 Exhibit 15. Do you recall some questions from counsel</p> <p>20 for the FTC about the idea of having a status bar on the</p> <p>21 cancellation flow showing how far a customer was in that</p> <p>22 process?</p> <p>23 A. Yes.</p> <p>24 Q. And do you recall a working website of that</p> <p>25 task bar ever being created at Match.com?</p> <p style="text-align: right;">Page 265</p>

<p>1 A. No.</p> <p>2 Q. And did the company consider doing that?</p> <p>3 A. It was brought up to the product team. I</p> <p>4 wasn't part of that discussion, but it was brought up to</p> <p>5 the product team.</p> <p>6 Q. And do you know why Match.com decided not to</p> <p>7 put a task bar at the top of the cancellation flow?</p> <p>8 A. I don't know about the rationale for the task</p> <p>9 bar specifically because there were other changes</p> <p>10 suggested as well, but, again, I wasn't part of that</p> <p>11 conversation.</p> <p>12 Q. Okay. You testified a bit about the six-month</p> <p>13 guarantee. Do you recall that?</p> <p>14 A. Yes.</p> <p>15 Q. And I think you said you didn't understand the</p> <p>16 details of how the guarantee worked. Is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. And why did you not understand those details?</p> <p>19 A. It just -- it wasn't a focus for me. At the</p> <p>20 time when I was running customer service, the percentage</p> <p>21 of calls that were related to the six-month guarantee</p> <p>22 and complaints related to that were not high.</p> <p>23 Q. And were there others on your team in customer</p> <p>24 care that understood the six-month guarantee policies?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 266</p>	<p>1 A. No.</p> <p>2 Q. Did you ever see somebody at Match.com making</p> <p>3 it more difficult for a customer to cancel?</p> <p>4 A. No.</p> <p>5 Q. Last questions here. In your role as the head</p> <p>6 of customer care, you know the company did receive</p> <p>7 questions about billing issues. Is that correct?</p> <p>8 A. That's correct.</p> <p>9 Q. And does Match.com receive a different</p> <p>10 proportion of calls about billing issues versus other</p> <p>11 issues because of the type of business it's in?</p> <p>12 A. Yes.</p> <p>13 Q. Can you explain why that is to the Court?</p> <p>14 A. Yes. If we -- because we're in the dating</p> <p>15 space and it is a digital service -- if we were in a</p> <p>16 different business, such as selling sneakers or selling</p> <p>17 clothing, we would get a different mix of calls. We</p> <p>18 would get a whole bunch of calls about what sizes do you</p> <p>19 have, what colors do you have, this product was too</p> <p>20 small, I didn't receive my product at all. But because</p> <p>21 we are a digital service, it is -- they can't complain</p> <p>22 about the product, per se, because the products are the</p> <p>23 users. And so it's just -- it's just a different mix</p> <p>24 based on our service.</p> <p>25 Q. Thank you, Mr. Ong. Last question. Based on</p> <p style="text-align: right;">Page 268</p>
<p>1 Q. Okay. Let's talk about the complaint --</p> <p>2 levels of complaints from customers just a bit more.</p> <p>3 Was the level of customers that complained at Match.com</p> <p>4 consistent or inconsistent with the FTC's allegations</p> <p>5 that customers were deceived by the company?</p> <p>6 A. Inconsistent.</p> <p>7 Q. And did the company receive a significant</p> <p>8 number of complaints from customers saying that it was</p> <p>9 difficult for them to cancel?</p> <p>10 A. No, not relative to the -- to our volumes.</p> <p>11 Q. And did the company receive a significant</p> <p>12 number of complaints from customers saying they were</p> <p>13 confused by the cancellation process?</p> <p>14 A. No, not relative to their own volumes.</p> <p>15 Q. And if a customer called in and said they were</p> <p>16 having difficulty with the online cancel process, what</p> <p>17 would the company do for them?</p> <p>18 A. Cancel it for them.</p> <p>19 Q. How long would that take?</p> <p>20 A. Seconds.</p> <p>21 Q. Okay. Did you ever do anything while you were</p> <p>22 at Match.com to make it more difficult for a customer to</p> <p>23 cancel?</p> <p>24 A. No.</p> <p>25 Q. Did you ever hear of anyone else doing that?</p> <p style="text-align: right;">Page 267</p>	<p>1 your 20 plus years at the company, do you think</p> <p>2 Match.com treated its customers fairly?</p> <p>3 A. Yes.</p> <p>4 MR. MUNDEL: No further questions. Thank</p> <p>5 you.</p> <p>6 MS. HILLIARD: Very quickly --</p> <p>7 MR. MUNDEL: I think you're out of time.</p> <p>8 You went over the seven hours, so --</p> <p>9 MR. TEPFER: Julie, do you know how long</p> <p>10 we've been on?</p> <p>11 THE REPORTER: She's at 6:23.</p> <p>12 MR. MUNDEL: 6:23?</p> <p>13 THE REPORTER: Yeah.</p> <p>14 MR. MUNDEL: Are you sure?</p> <p>15 MS. HILLIARD: I'm positive.</p> <p>16 MR. MUNDEL: Let's look at our numbers</p> <p>17 here.</p> <p>18 MS. HILLIARD: I'm positive. We took</p> <p>19 some really long breaks, longer than we said.</p> <p>20 MR. MUNDEL: Let's go off the record to</p> <p>21 add it up.</p> <p>22 (Break from 7:39 p.m. to 7:39 p.m.)</p> <p>23 FURTHER EXAMINATION</p> <p>24 BY MS. HILLIARD:</p> <p>25 Q. I am going to direct you back to Exhibit 3.</p> <p style="text-align: right;">Page 269</p>

<p>1 You were just answering a question about Exhibit 3.</p> <p>2 A. Sorry, I have them all jumbled over here.</p> <p>3 They were in order, and now they're not.</p> <p>4 Q. I will give you mine.</p> <p>5 A. Okay.</p> <p>6 Q. Turn to the second page of it where you make</p> <p>7 the statement referencing that the before you go</p> <p>8 language is misleading.</p> <p>9 A. Yes.</p> <p>10 Q. Okay. You were just asked questions, and you</p> <p>11 stated to counsel that you gave that information before</p> <p>12 actually reviewing the cancellation flow yourself?</p> <p>13 A. Yes, because it was presented to me in a</p> <p>14 PowerPoint.</p> <p>15 Q. And then afterwards you went and reviewed the</p> <p>16 cancellation flow?</p> <p>17 A. Yes, that's correct.</p> <p>18 Q. The date of that email is May of 2017. I am</p> <p>19 trying to remember from memory. It's right here in</p> <p>20 front of you.</p> <p>21 A. Yeah, 2016.</p> <p>22 Q. May of 2016?</p> <p>23 A. Yes.</p> <p>24 Q. Did you review it shortly afterwards?</p> <p>25 A. It was afterwards. I can't recall if it was</p> <p style="text-align: right;">Page 270</p>	<p>1 Q. So after you reviewed the cancellation flow,</p> <p>2 sometime after May 17, 2016, you were still representing</p> <p>3 to Melissa Clinchy that you were aware that the</p> <p>4 cancellation flow was too long and confusing for members</p> <p>5 at that point?</p> <p>6 MR. MUNDEL: Misstates the testimony.</p> <p>7 A. I wasn't representing it to Melissa. I was --</p> <p>8 my comment was to Mandy and that we were already aware</p> <p>9 of this topic because we had already presented this</p> <p>10 information to her as part of that discussion.</p> <p>11 Q. (BY MS. HILLIARD) Okay. And you also told</p> <p>12 Mandy that Melissa is working on identifying the top</p> <p>13 issues we need product to resolve as an initiative at</p> <p>14 that time. Is that correct?</p> <p>15 A. I made that statement, but that doesn't</p> <p>16 necessarily tie into the cancellation flow.</p> <p>17 Q. Counsel just asked you about Exhibit 4, the</p> <p>18 Match Cancellation Process PowerPoint PDFs.</p> <p>19 A. Yes.</p> <p>20 Q. Counsel asked you if the suggestions that were</p> <p>21 contained in that PDF PowerPoint were ultimately</p> <p>22 presented to product. Do you recall that question?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And you told him that they were</p> <p>25 presented to product. Do you recall that line of</p> <p style="text-align: right;">Page 272</p>
<p>1 during the meeting, but it was after I had received the</p> <p>2 PowerPoint.</p> <p>3 Q. Did you review it the next day, the next week?</p> <p>4 MR. MUNDEL: Asked and answered.</p> <p>5 A. I don't recall.</p> <p>6 Q. (BY MS. HILLIARD) But you do -- it is your</p> <p>7 position that you went and reviewed the cancellation</p> <p>8 flow yourself and your position changed from what you</p> <p>9 said in the email?</p> <p>10 A. Yes, that's correct.</p> <p>11 Q. Exhibit 7, you make the statement -- do you</p> <p>12 have Exhibit 7 before you?</p> <p>13 A. Yes.</p> <p>14 Q. And you have the same statement counsel asked</p> <p>15 you about. We're already aware that the cancellation</p> <p>16 flow is too long and confusing for members. Melissa is</p> <p>17 working on identifying the top --</p> <p>18 (Reporter clarification.)</p> <p>19 Q. (BY MS. HILLIARD) We are already aware the</p> <p>20 cancellation flow is too long and confusing for members.</p> <p>21 Melissa is working on identifying the top issues we need</p> <p>22 product to resolve as an initiative.</p> <p>23 You made that statement on December the 1st of</p> <p>24 2016. Is that correct?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 271</p>	<p>1 questioning?</p> <p>2 A. Yes.</p> <p>3 Q. I'm just asking do you recall speaking to</p> <p>4 that?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And you said that product did an</p> <p>7 analysis and product ultimately determined that these</p> <p>8 suggestions were not necessary. Is that your testimony?</p> <p>9 A. That the existing process was fine.</p> <p>10 Q. Yes. You also testified that -- with counsel</p> <p>11 that the suggestions that were made in Exhibit 6 were</p> <p>12 reviewed by product as well. Is that correct? I'm only</p> <p>13 asking you, is that your testimony to counsel?</p> <p>14 A. Yes.</p> <p>15 Q. Okay.</p> <p>16 A. On the hack-a-thon deck?</p> <p>17 Q. Yes.</p> <p>18 A. Yes, that's -- the hack-a-thon is something</p> <p>19 that is reviewed by product.</p> <p>20 Q. I'm asking you, did you testify to counsel</p> <p>21 that the information suggestions in Exhibit 6 were made</p> <p>22 to product, and product made considerations of those</p> <p>23 things?</p> <p>24 A. Yes.</p> <p>25 Q. And you testified that when product evaluated</p> <p style="text-align: right;">Page 273</p>

<p>1 these suggestions, product determined that these</p> <p>2 suggestions were not necessary. Is that correct?</p> <p>3 A. I don't know if any changes were made</p> <p>4 afterwards, but or within -- if there were any changes</p> <p>5 made and during what timeline.</p> <p>6 Q. But it's your testimony that the information</p> <p>7 contained in Exhibit 4 and Exhibit 6 were reviewed by</p> <p>8 product?</p> <p>9 A. Yes.</p> <p>10 Q. And ultimately product made these reviews and</p> <p>11 evaluated them and determined no changes were necessary?</p> <p>12 A. Yes, because they're the ultimate</p> <p>13 decisionmakers on the flow.</p> <p>14 MS. HILLIARD: I have no further</p> <p>15 questions.</p> <p>16 MR. MUNDEL: Off the record.</p> <p>17 (Signature reserved.)</p> <p>18 (Proceedings ended at 7:45 p.m.)</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 274</p>	<p>1 I, ADRIAN ONG, have read the foregoing</p> <p>2 deposition and hereby affix my signature that same is</p> <p>3 true and correct, except as noted above.</p> <p>4</p> <p>5 _____</p> <p>6 ADRIAN ONG</p> <p>7</p> <p>8 THE STATE OF _____)</p> <p>9 COUNTY OF _____)</p> <p>10 Before me, _____, on</p> <p>11 this day personally appeared ADRIAN ONG, known to me (or</p> <p>12 proved to me under oath or through</p> <p>13 _____) (description of identity</p> <p>14 card or other document) to be the person whose name is</p> <p>15 subscribed to the foregoing instrument and acknowledged</p> <p>16 to me that they executed the same for the purposes and</p> <p>17 consideration therein expressed.</p> <p>18 Given under my hand and seal of office this</p> <p>19 _____ day of _____, _____.</p> <p>20</p> <p>21</p> <p>22 _____</p> <p>23 NOTARY PUBLIC IN AND FOR</p> <p>24 THE STATE OF _____</p> <p>25 COMMISSION EXPIRES: _____</p> <p style="text-align: right;">Page 276</p>
<p>1 CHANGES AND SIGNATURE</p> <p>2 WITNESS NAME: ADRIAN ONG</p> <p>3 DATE OF DEPOSITION: MARCH 21, 2023</p> <p>4 PAGE LINE CHANGE REASON</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 Job No. TX5806787</p> <p style="text-align: right;">Page 275</p>	<p>1 REPORTER'S CERTIFICATE</p> <p>2 The undersigned Certified Shorthand Reporter</p> <p>3 licensed in the State of Texas does hereby certify:</p> <p>4 I am authorized to administer oaths or</p> <p>5 affirmations, and prior to being examined, the witness</p> <p>6 was duly administered an oath by me.</p> <p>7 I am not a relative or employee or attorney or</p> <p>8 counsel of any of the parties, nor am I a relative or</p> <p>9 employee of such attorney or counsel, nor am I</p> <p>10 financially interested in the outcome of this action.</p> <p>11 I am the deposition officer who</p> <p>12 stenographically recorded the testimony in the foregoing</p> <p>13 deposition, and the foregoing transcript is a true</p> <p>14 record of the testimony given by the witness.</p> <p>15 Before completion of the deposition, review of</p> <p>16 the transcript [X] was [] was not requested. If</p> <p>17 requested, any changes made by the deponent (and</p> <p>18 provided to the reporter) during the period allowed are</p> <p>19 appended hereto.</p> <p>20 In witness whereof, I have subscribed my name</p> <p>21 this 4th day of April, 2023.</p> <p>22</p> <p>23 <i>Julie C. Brandt</i></p> <p>24 Julie C. Brandt, CSR, RMR, CRR</p> <p>25 TX CSR No. 4018, Exp. 10/31/23</p> <p style="text-align: right;">Page 277</p>

EXHIBIT 72

ATTORNEYS EYES ONLY

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

- - - - -x
FEDERAL TRADE COMMISSION,
Plaintiff,
Case No. 3:19-cv-02281-K
v.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,
Defendants.

- - - - -x
Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019

April 6, 2023
9:02 a.m.

*** CONFIDENTIAL ***
*** FOR ATTORNEYS' EYES ONLY ***

DEPOSITION of Dushyant Saraph, the
30(b)(6) Witness in the above-entitled
action, held at the above time and place,
taken before Garry J. Torres, a
Stenographer and Notary Public of the
State of New York, pursuant to the Federal
Rules of Civil Procedure, Notice and
stipulations between Counsel.

* * *

Page 1

<p>1 in order to say that you met someone from 2 the product. 3 Q. Going back here to, I believe, 4 Exhibit 5, on page 93, you referenced a 5 header that provided some context to what 6 it meant to have met someone special; is 7 that right? 8 A. Yes. I don't see it on 93, 9 though. 10 Q. Does -- I'm correct that this 11 represents the complete guarantee 12 extension redemption flow, correct? 13 A. I don't know what you're 14 referring to. 15 Q. Oh, the bottom half on page 93 16 of Exhibit 5. I just want to make sure 17 that we have that complete guarantee 18 extension redemption flow here in front of 19 us. 20 A. Yes. Yes. 21 Q. So you're referencing that the 22 language that you had in mind that a 23 customer would see is not present on this 24 page? 25 A. No. Sorry. Did you meet anyone</p> <p style="text-align: right;">Page 86</p>	<p>1 documents related to this, but I'm sure 2 agents were briefed on what that means. 3 The only thing I would add here 4 is if someone meets someone from Match.com 5 successfully, that's great for us. So 6 there's no reason for us to try to, you 7 know, not give the user what they want out 8 of this because that leads to great word 9 of mouth for our product. So whether they 10 met someone, they met their special 11 someone, as long as they had success from 12 Match.com, that's great for us. 13 Q. It says here in the first prompt 14 of the guarantee extension redemption 15 flow, did you meet anyone during your 16 six-month guarantee program. 17 Do you see that language? 18 A. Yes. 19 Q. So this language actually 20 doesn't refer to having met someone 21 special, do you see that? 22 A. Yes. 23 Q. And it just references having 24 met anyone? 25 MR. MUNDEL: Objection.</p> <p style="text-align: right;">Page 88</p>
<p>1 during your six-month guarantee program, 2 to me, that is pretty clear language. 3 Q. So if I'm understanding you 4 correct, you're saying that the -- having 5 met someone special is intuitive, what it 6 means; is that right? 7 A. In a dating product, having met 8 someone special is pretty obvious, yes. 9 Q. So to be clear, it's not defined 10 aside from, you know, what is said here in 11 this redemption flow? 12 A. I don't think we specifically 13 defined what a special someone means. 14 Q. And is there a difference 15 between having met someone and having met 16 someone special? Is there a distinction 17 drawn there? 18 A. To me, that sounds like you had 19 success from the Match.com product so -- 20 Q. Did Match -- sorry. Did 21 Match.com do anything to explain to its 22 customer service representatives what it 23 meant to have met someone special? 24 MR. MUNDEL: Scope. 25 A. I'd have to review the policy</p> <p style="text-align: right;">Page 87</p>	<p>1 Misstates the document. 2 Q. Am I correct about that? 3 A. No, I think it says, did you 4 meet anyone, which in the context of a 5 dating product, I think that we're talking 6 about someone that you formed a 7 relationship with. 8 Q. So I want to ask: Is it 9 possible that -- sorry. I want to ask: 10 Did Match.com ever receive complaints from 11 customers that misinterpreted this prompt 12 here in the guarantee extension redemption 13 flow? 14 MR. MUNDEL: Hold on just one 15 second. 16 (Pause in the proceedings.) 17 MR. TEPFER: Should we go off 18 the record or -- 19 MR. MUNDEL: I just need one 20 second. I'm just seeing if this is on 21 topic. I just want to confirm before 22 I make my objection. 23 MR. TEPFER: I'm happy to let 24 you do that. I just want to make sure 25 this doesn't count against our</p> <p style="text-align: right;">Page 89</p>

<p>1 seven-hour, if that's okay. 2 MR. MUNDEL: It's just going to 3 be less than 10 seconds. 4 Beyond the scope. 5 MR. TEPFER: Okay. 6 A. Could you repeat your question? 7 MR. TEPFER: Would you mind 8 rereading it? 9 (Whereupon, a portion of the 10 record was read back.) 11 "QUESTION: So I want to ask: 12 Is it possible that -- sorry. I want 13 to ask: Did Match.com ever receive 14 complaints from customers that 15 misinterpreted this prompt here in the 16 guarantee extension redemption flow?" 17 A. Is it possible? Yes. Not ones 18 that I'm aware of. 19 Q. Generally speaking, did 20 Match.com receive complaints from 21 customers that misunderstood the 22 eligibility requirements of the Match 23 guarantee? 24 A. In general, it's possible that 25 that happened. From my understanding,</p> <p style="text-align: right;">Page 90</p>	<p>1 you know, did you ever meet someone 2 special? 3 MR. MUNDEL: Scope. 4 A. I'm not aware of that. I'd have 5 to check. 6 Q. And if a user, you know, met 7 someone on the Match.com platform and 8 didn't pursue a relationship with that 9 individual and otherwise qualified for the 10 Match guarantee, how would that user 11 answer this question here in the guarantee 12 flow? 13 MR. MUNDEL: Form and scope. 14 A. Again, I'm making an assumption 15 here. I can't speak to the user's mind 16 state, but I would think that they would 17 say, no, they did not meet someone during 18 their six-month guarantee program and they 19 would choose to extend. 20 In general, if a user wants to 21 extend, I think it's pretty clear the 22 process by which you can extend, and as I 23 mentioned earlier, if you chose the wrong 24 option here, you want to go back and 25 change your mind, it was informed to me</p> <p style="text-align: right;">Page 92</p>
<p>1 even if it did, it would be a very small 2 number of users given, you know, the 3 number of users who had the six-month 4 guarantee in the first place as a 5 percentage of our total user base which 6 is, you know, anywhere from two and a half 7 to four million users at this time. 8 Q. But you're not aware 9 specifically if Match.com ever did receive 10 such complaints? 11 A. I'm not aware of specific ones, 12 but obviously, if there was some 13 discrepancy -- as I've seen in my 14 preparation, the customer service agents 15 were pretty liberal in terms of giving the 16 extended time and making sure that the 17 customer was happy, regardless of had they 18 met certain eligibility requirements and 19 maybe even missed clicking, you know, the 20 redemption flow that we talked about. 21 Q. So do you know if this language 22 of this prompt where it references, did 23 you meet anyone during your six-month 24 guarantee program, was that language ever 25 changed in the redemption flow to state,</p> <p style="text-align: right;">Page 91</p>	<p>1 that you could do that. 2 Q. Did the FAQs provide additional 3 description what was in -- what it meant 4 to have met someone on Match.com in the 5 context of the Match guarantee program 6 rules? 7 MR. MUNDEL: Scope. Scope. 8 A. Not that I'm aware, but if 9 you're able to produce the FAQ, we can 10 certainly review it together. 11 Q. So the second prompt in the 12 guarantee extension redemption flow offers 13 the eligible customer the guarantee 14 extension, correct? 15 A. Yes. 16 Q. Can you think of any reason why 17 a customer who had satisfied the 18 eligibility requirements would elect to 19 pay for the additional six months as 20 opposed to receiving it for free? 21 MR. MUNDEL: Form. Scope. 22 A. I think this is -- again, 23 looking at the language here, it's pretty 24 clear that you're accepting an additional 25 six months for free which is part of the</p> <p style="text-align: right;">Page 93</p>

<p>1 program rules. So I would assume that the 2 user would click on that.</p> <p>3 Q. So just to -- my question's a 4 little bit different. So this prompt 5 here, the second question in the guarantee 6 extension redemption flow gives the 7 customer the option of either accepting 8 the guarantee extension or rejecting the 9 guarantee extension; is that right?</p> <p>10 A. Yes.</p> <p>11 Q. And so my question is: Can you 12 think of any reason that a customer would 13 enter the guarantee redemption flow and, 14 you know, continue on to the second prompt 15 and then select no thanks and instead 16 choose to pay for the additional 17 six months?</p> <p>18 MR. MUNDEL: Object as beyond 19 the scope and to the form. Assuming 20 facts.</p> <p>21 Go ahead.</p> <p>22 A. I can't speak to each individual 23 user. Personally speaking, I would hit 24 accept in this flow if I wanted additional 25 free time which is pretty clear.</p> <p style="text-align: right;">Page 94</p>	<p>1 Q. Yeah. I'm just trying to 2 understand if -- you know, you stated that 3 the purpose of providing two options here 4 in the second prompt was so that Match.com 5 would know whether or not to provide the 6 customer the guarantee extension; is that 7 right?</p> <p>8 MR. MUNDEL: Misstates the 9 testimony, and it's beyond the scope.</p> <p>10 A. Yes.</p> <p>11 Q. And so my question is: Whether 12 the -- Match.com could have created a 13 one-question guarantee redemption flow 14 instead of this two-question redemption 15 flow?</p> <p>16 MR. MUNDEL: Beyond the scope.</p> <p>17 A. Could we have? Yes, possibly.</p> <p>18 I mean, again, I go back to 19 saying that this is pretty clear from a 20 user perspective.</p> <p>21 Q. Did Match.com ever run tests 22 concerning a one-question guarantee 23 extension redemption flow?</p> <p>24 A. Not that I'm aware of.</p> <p>25 Q. And so if a user entered the</p> <p style="text-align: right;">Page 96</p>
<p>1 Q. I just want to make sure I 2 understand: Why was this option presented 3 to users?</p> <p>4 A. I would assume that it had 5 something to do with once the user clicks 6 accept, we're able to then grant them the 7 additional free time on the backend from a 8 technology perspective.</p> <p>9 Q. Would Match.com be able to do 10 the same thing if a user were to, say, 11 select no in the first prompt?</p> <p>12 MR. MUNDEL: Objection as to 13 what you mean by "the same thing."</p> <p>14 A. Yeah. Could you clarify your 15 question, please?</p> <p>16 Q. Would Match.com be able to award 17 the guarantee extension for customers who 18 select the no option in the first prompt 19 of the guarantee extension redemption 20 flow?</p> <p>21 MR. MUNDEL: Scope. Form.</p> <p>22 A. Did you meet anyone during your 23 six-month guarantee program and you say 24 no, is the question: Could we grant them 25 the free time?</p> <p style="text-align: right;">Page 95</p>	<p>1 guarantee extension redemption flow and 2 selected yes for this first question, did 3 you meet anyone during your six-month 4 guarantee program, what would happen?</p> <p>5 A. I believe that if they had met 6 someone during the six months, they were 7 not then eligible to get the free time. 8 I'm not sure the exact message that would 9 be displayed to the user. Again, the user 10 could go back and change their mind and 11 say no in which case they would have been 12 able to accept this.</p> <p>13 Q. So you mentioned that the 14 eligibility requirements of the Match 15 guarantee were intended for the purpose of 16 driving user engagement on the site; is 17 that right?</p> <p>18 A. Yes.</p> <p>19 Q. And so I want to ask: Could a 20 user possibly interpret this first 21 question here, did you meet anyone during 22 your six-month guarantee program, to be 23 asking whether they complied with the 24 requirements to have engaged with users on 25 the Match.com site?</p> <p style="text-align: right;">Page 97</p>

<p>1 Q. Okay. Thank you for that 2 clarification. 3 And so you said you're not aware 4 of the precise dates that -- for the terms 5 of use documents you reviewed; is that 6 right? 7 A. No. But my understanding is 8 that the language in the terms of use 9 around this may have changed so, you know, 10 we'd have to look at it. 11 Q. Are you able to recall 12 specifically any changes to the terms of 13 use, specifically regarding the old 14 chargeback policy? 15 A. No, not without referring to the 16 terms of use documents. 17 Q. And just to clarify -- and, 18 Mr. Saraph, I'm not sure if you might know 19 this or Ben, but were all of the terms of 20 use documents that you reviewed produced 21 to the FTC in this litigation? 22 MR. MUNDEL: Yes. 23 MR. TEPFER: Thank you. 24 Q. And do you recall roughly how 25 many versions of the terms of use you saw?</p> <p style="text-align: right;">Page 246</p>	<p>1 profile hidden; is that correct? 2 A. That's correct. 3 Q. And were there any other changes 4 to the chargeback policy when Match went 5 from the old chargeback policy to the new 6 chargeback policy? 7 A. I believe the new chargeback 8 policy also had us sending an email to the 9 user to let them know that their account 10 was reinstated in a hidden state. 11 Q. And previously, Match.com did 12 not send users any emails concerning the 13 resolution of the chargeback dispute or 14 anything like that? 15 A. Not that I'm aware of. 16 Q. Okay. So about the decision to 17 change this policy, do you recall the 18 general time period when the decision was 19 made to change the policy? 20 A. I believe the policy was changed 21 somewhere in the March or April time frame 22 of 2019. 23 Q. Was this around the same time 24 that Match.com made its changes concerning 25 the six-month guarantee and the decision</p> <p style="text-align: right;">Page 248</p>
<p>1 A. No. Sorry. 2 Q. Was it more than 10? 3 A. Unlikely that it was more than 4 10. 5 Q. Okay. Thank you. 6 Aside from the terms of use 7 documents -- or rather, aside from the 8 versions of the terms of use that you 9 reviewed, are you aware of any other 10 changes to the terms of use regarding 11 Match.com's chargeback policies during the 12 time period that Match had in place the 13 old chargeback policy? 14 A. No, I'm not aware. 15 Q. Thank you. So I want to talk 16 about -- sorry -- I'd like to talk about 17 the change from the old chargeback policy 18 to the new chargeback policy, specifically 19 the reason for that change. So first, am 20 I correct in understanding that the 21 specific change from the old chargeback 22 policy to the new policy was that now 23 Match.com, when it won a chargeback 24 dispute, would automatically reinstate a 25 user's account, but would have their</p> <p style="text-align: right;">Page 247</p>	<p>1 to cease offering the guarantee? 2 A. These were independent 3 decisions; they just happened to fall 4 around the same time period, yes. 5 Q. And I believe you testified 6 earlier that the reason that Match.com 7 decided to change from the old chargeback 8 policy to the new chargeback policy was 9 that the government was unhappy with the 10 old chargeback policy; is that correct? 11 A. I think that was one of multiple 12 reasons. I mean, you know, we thought 13 that the old policy was certainly a 14 reasonable policy; obviously, the 15 government felt otherwise. We also had to 16 put significant technology and operational 17 teams against implementing the new policy, 18 sending the emails, knowing when the 19 chargeback was won and so forth. So it 20 was a nontrivial change, but one that we 21 felt, you know, we would be happy to make. 22 And so based on the government's 23 recommendation, effort into our 24 infrastructure and, ultimately, us also, 25 you know, being happy with where things</p> <p style="text-align: right;">Page 249</p>

<p>1 landed with the new policy, those drove 2 the decisions.</p> <p>3 Q. So I heard you discuss the 4 government and the government's position 5 as a basis for the decision to change the 6 chargeback policy, right?</p> <p>7 A. I wouldn't say it was a basis. 8 I would say it was one of multiple inputs.</p> <p>9 Q. So to be clear, when you say 10 "the government," you're referencing the 11 FTC's investigation and subsequent 12 lawsuit, is that --</p> <p>13 A. Yes.</p> <p>14 Q. And so you referenced that there 15 were multiple considerations that led to 16 the change from the old chargeback policy 17 to the new chargeback policy, one of which 18 was the FTC, correct?</p> <p>19 A. Yes.</p> <p>20 Q. What were those other 21 considerations that you referenced?</p> <p>22 A. You know, the technology had 23 also evolved. So we finally had the 24 ability to actually send these emails to 25 the users. My understanding was, earlier</p> <p style="text-align: right;">Page 250</p>	<p>1 The user would still have to come back and 2 say unhide my profile and so forth, but 3 achieved something similar to where we 4 were before. So our position hasn't 5 changed that, you know, it's still 6 important to protect the ecosystem. I 7 think just the mechanics by which that was 8 happening changed where it sounds like 9 both our teams and the government were 10 happy.</p> <p>11 Q. Can you explain how the old 12 chargeback policy protected the Match.com 13 ecosystem, as you say?</p> <p>14 A. Yeah. So, you know, let's take 15 a couple of different examples.</p> <p>16 First is if you have somebody 17 who was in a relationship and triggered a 18 chargeback on the platform, they're 19 actually against our terms of use. So we 20 do need them, ideally, to explicitly tell 21 us that they want to be shown back into 22 the platform and be visible on the 23 platform by calling in and telling us 24 because, you know, it's possible that 25 they're in a relationship and they don't</p> <p style="text-align: right;">Page 252</p>
<p>1 on, with the old policy, we didn't 2 necessarily know when we won a chargeback 3 and were able to trigger the CRM or email 4 that would go out to the users. So that 5 was part of the consideration as well.</p> <p>6 Ultimately, our goal was to make 7 sure that our ecosystem was protected from 8 users who were maybe abusing the 9 chargeback policy or the terms of use and 10 by putting them back on and still hiding 11 them, you know, I think that still 12 achieved that purpose. And so, you know, 13 I think we're happy with where it is now.</p> <p>14 Q. And so am I correct in 15 understanding that the determination was 16 made at Match.com that it was not 17 necessary to suspend a user's account 18 beyond the chargeback resolution to 19 protect the Match.com ecosystem; is that 20 right?</p> <p>21 A. Yes. I think -- I mean, I think 22 the big change was that you would still 23 reinstate, but you would hide the profile 24 which we ultimately achieved something 25 very similar to what we were doing before.</p> <p style="text-align: right;">Page 251</p>	<p>1 want to be visible. And so, you know, 2 it's important that that check was put 3 into place which, even today, I think 4 we're reinstating them, but we're hiding 5 their profile. They still have to come 6 and explicitly say, hey, I want to be 7 reshow on the platform.</p> <p>8 Q. So if I'm understanding you 9 correctly, the way that the old chargeback 10 policy and the new chargeback policy 11 protected the Match.com ecosystem is by 12 removing users who may be in a 13 relationship from Match.com because being 14 in a relationship -- it's a violation of 15 the terms of use to be on Match.com if 16 you're already in a relationship; is that 17 right?</p> <p>18 A. Yeah, that's, I think, one 19 example.</p> <p>20 Another example I would give you 21 is, you know, someone who's a bad actor in 22 the sense of they took a refund, now 23 they're charging back, you know, do we 24 want to let them back into the product 25 right away without having some sort of a</p> <p style="text-align: right;">Page 253</p>

<p>1 check in place to make sure that they're 2 comitting back to being a part of our 3 ecosystem. Largely, both of these 4 policies had some controls around 5 visibility of these profiles once they're 6 back on.</p> <p>7 Q. So we've talked about two 8 different possible scenarios in which 9 Match.com's old and new chargeback 10 policies protect the Match.com ecosystem. 11 One would be, you know, as you described, 12 an individual who's in a relationship and 13 so doesn't want to be and, according to 14 the terms of use, should not be on the 15 Match.com platform, and then a second 16 situation where there's a bad actor who's 17 seeking a fraudulent chargeback, is 18 that -- did I summarize that correctly?</p> <p>19 MR. MUNDEL: Form.</p> <p>20 A. Yeah, I think that's right.</p> <p>21 Q. So I'm going to ask first about 22 the in-a-relationship scenario that you 23 discussed. There's a means by which a 24 user is able to remove their profile from 25 the Match.com profile -- or platform; is</p> <p style="text-align: right;">Page 254</p>	<p>1 Q. The reason I ask, you talked 2 about the fact that this chargeback policy 3 would protect the Match ecosystem from, 4 perhaps, bad actors or scammers, and I 5 guess what I'm asking is: Can you explain 6 why that is true, if any bad actor who 7 sought a chargeback is able to contact 8 customer care and request that their 9 account be reinstated?</p> <p>10 A. Generally, bad actors and 11 spammers aren't calling a phone number and 12 talking to a service agent to get their 13 profile sort of, you know, reactivated. 14 So we assume that the folks who are 15 calling in are legitimately having the 16 intent of being on the Match.com platform. 17 So that's sort a filter for determining -- 18 you know, it's almost a check for being 19 into the ecosystem, and the same applies 20 to someone who's in a relationship. And, 21 you know, if they're calling back and 22 they're explicitly saying, I want to be 23 back on Match.com, well, okay, you're 24 probably, you know, legitimate enough to 25 do that at that point.</p> <p style="text-align: right;">Page 256</p>
<p>1 that correct?</p> <p>2 A. Yes, that's correct.</p> <p>3 Q. Would you mind describing that 4 mechanism?</p> <p>5 A. You can go to settings, manage 6 account and find the ability to deactivate 7 or delete your profile from the Match.com 8 platform.</p> <p>9 Q. Okay. And then in terms of -- I 10 wanted to ask about -- so am I 11 understanding correctly that under the old 12 chargeback policy, any time that an 13 individual who lost a chargeback dispute 14 contacted Match customer care and asked 15 that their account be reinstated, that 16 Match customer care would reinstate that 17 account?</p> <p>18 A. Generally speaking, yes, from my 19 understanding, they would reinstate.</p> <p>20 Q. When you say "generally 21 speaking," are you thinking of any 22 limitations on that general principle?</p> <p>23 A. I'm not. I'm just not confident 24 saying 100 percent, for example. I just 25 don't know.</p> <p style="text-align: right;">Page 255</p>	<p>1 Q. And is that principle that you 2 just explained, is that based on data or 3 just sort of a, I guess, intuitive 4 understanding of who might be contacting 5 Match.com customer care?</p> <p>6 MR. MUNDEL: Scope.</p> <p>7 Go ahead.</p> <p>8 A. Yeah. I'm not aware, but I 9 would say it's more on the intuitive side. 10 And, you know, generally speaking, we 11 thought this was a fair way to handle this 12 policy of visibility on the platform 13 post-chargeback.</p> <p>14 Q. Okay. Thank you.</p> <p>15 So I've taken us a little off 16 track here, but I want to go back to the 17 reason for the change to the chargeback 18 policy. So you referenced a few -- or a 19 couple of considerations that led to this. 20 The first, of course, is the government's 21 position, and then the second, you 22 referenced that technology had evolved and 23 allowed Match.com to automatically send 24 these email notifications; is that right?</p> <p>25 A. Yeah. I think we had better</p> <p style="text-align: right;">Page 257</p>

ATTORNEYS EYES ONLY


<p>1 CERTIFICATION</p> <p>2</p> <p>3 I, Garry J. Torres, a Notary Public</p> <p>4 for and within the State of New York, do</p> <p>5 hereby certify:</p> <p>6 That, Dushyant Saraph, the witness</p> <p>7 whose testimony as herein set forth, was</p> <p>8 duly sworn by me; and that the within</p> <p>9 transcript is a true record of the</p> <p>10 testimony given by said witness.</p> <p>11 I further certify that I am not</p> <p>12 related to any of the parties to this</p> <p>13 action by blood or marriage, and that I am</p> <p>14 in no way interested in the outcome of</p> <p>15 this matter.</p> <p>16 IN WITNESS WHEREOF, I have hereunto</p> <p>17 set my hand this 24th day of April, 2023.</p> <p>18</p> <p>19</p> <p>20 </p> <p>21 GARRY J. TORRES</p> <p>22 * * *</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 326</p>																																																	
<p>1 ERRATA SHEET</p> <p>2 VERITEXT/NEW YORK REPORTING, LLC</p> <p>3 CASE NAME: FEDERAL TRADE COMMISSION -v-</p> <p>4 MATCH GROUP, INC., a corporation, and</p> <p>5 MATCH GROUP, LLC, formerly known as</p> <p>6 MATCH.COM, LLC, a limited liability</p> <p>7 company</p> <p>8 DATE OF DEPOSITION: APRIL 6, 2023</p> <p>9 WITNESS' NAME: DUSHYANT SARAPH</p> <p>10</p> <table border="1"> <thead> <tr> <th>PAGE/LINE(S)/</th> <th>CHANGE</th> <th>REASON</th> </tr> </thead> <tbody> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td></tr> <tr><td>22</td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td></tr> </tbody> </table> <p>26 DUSHYANT SARAPH</p> <p>27 SUBSCRIBED AND SWORN TO</p> <p>28 BEFORE ME THIS _____ DAY</p> <p>29 OF _____, 2023.</p> <p>30</p> <p>31 NOTARY PUBLIC</p> <p>32 MY COMMISSION EXPIRES _____</p> <p style="text-align: right;">Page 327</p>	PAGE/LINE(S)/	CHANGE	REASON	11			12			13			14			15			16			17			18			19			20			21			22			23			24			25			
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EXHIBIT 73

In the Matter of:

FTC v. Match Group, Inc., et al.

June 22, 2023
Dushyant Saraph

Condensed Transcript with Word Index



For The Record, Inc.
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6	Plaintiff,	6
7	vs.	7
8	MATCH GROUP, INC, a corporation,	8
9	and MATCH GROUP, LLC, formerly	9
10	known as MATCH.COM, LLC, a	10
11	limited liability company,	11
12	Defendants.	12
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22	Jeremy Frank, MPM	22
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6	the offices of Sidley Austin, 787 Seventh	6
7	Avenue, New York, New York, pursuant to	7
8	Notice, before Jeremy Frank, a Stenographic	8
9	Court Reporter and Notary Public of the State	9
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	CHELSEA PRIEST	
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	6 MATCHFTC 751483 89	
	7 MATCHFTC 751484 89	
	8 MATCHFTC 672309, video deemed 102	
	Marked	
	9 MATCHFTC 846944, Excel 121	
	Spreadsheet deemed marked	
	(Index continued)	

197	199
<p>1 trying chargeback the transaction where</p> <p>2 we have already given them the money</p> <p>3 back.</p> <p>4 Q. H means what?</p> <p>5 A. These are chargeback Match Won</p> <p>6 where we have already processed the</p> <p>7 refund for the user.</p> <p>8 Q. What's the difference between,</p> <p>9 okay, so H is a subset of G?</p> <p>10 A. Yes.</p> <p>11 Q. Would you mind telling me what I</p> <p>12 means.</p> <p>13 A. These are chargebacks that Match</p> <p>14 ended up losing where the subscription</p> <p>15 access was terminated and that Match</p> <p>16 had already refunded the user.</p> <p>17 Q. Then what about what J means?</p> <p>18 A. Chargebacks at Match Won where</p> <p>19 the subscription access was terminated</p> <p>20 at initial chargeback, and Match had</p> <p>21 already refunded the user.</p> <p>22 Lastly, chargebacks Match Won</p> <p>23 where the initial access was termi-</p> <p>24 nated, then subsequently restored where</p> <p>25 Match had already refunded the user.</p>	<p>1 was to credit them for that time. I'm</p> <p>2 not aware of the specifics of that</p> <p>3 right now.</p> <p>4 Q. Is that for the entire time</p> <p>5 period?</p> <p>6 A. I'm not aware.</p> <p>7 Q. For column F you're not certain</p> <p>8 if all of these users in column F are</p> <p>9 individuals who contacted Match</p> <p>10 customer care to have their access</p> <p>11 restored?</p> <p>12 A. Sorry, can you go back to the</p> <p>13 column F header?</p> <p>14 Q. Sure, is it displaying, yes.</p> <p>15 A. Could you repeat your question?</p> <p>16 MR. TEPFER: Would you mind</p> <p>17 reading it back?</p> <p>18 (Whereupon the aforemen-</p> <p>19 tioned testimony was read back by</p> <p>20 the Court Reporter.)</p> <p>21 A. I'm not aware.</p> <p>22 BY MR. TEPFER:</p> <p>23 Q. Do you know how many customers</p> <p>24 who lost their chargeback contacted</p> <p>25 customer care after losing their</p>
198	200
<p>1 Again here in 2019 we see with the</p> <p>2 policy change that number increases.</p> <p>3 Q. Would you mind explaining to me</p> <p>4 the difference between columns D and E.</p> <p>5 A. Column D is chargebacks Match</p> <p>6 lost where subscription access was</p> <p>7 terminated, and E is chargebacks Match</p> <p>8 Won where subscription access was</p> <p>9 terminated, so one is where we won and</p> <p>10 one is where we lost.</p> <p>11 Q. So for the users in this</p> <p>12 spreadsheet, do you know if any of</p> <p>13 them, sorry -- scratch that or strike</p> <p>14 that.</p> <p>15 I'll ask about column F. These</p> <p>16 are users where Match Won the</p> <p>17 chargeback and then restored account</p> <p>18 access for those users?</p> <p>19 A. Correct.</p> <p>20 Q. When account access was restored</p> <p>21 do you know if for any of the users</p> <p>22 they were compensated for the duration</p> <p>23 of time that the chargeback dispute was</p> <p>24 pending?</p> <p>25 A. My understanding was our policy</p>	<p>1 chargeback to request that their</p> <p>2 account be reinstated?</p> <p>3 A. I'm not aware.</p> <p>4 Q. Does Match.com track that</p> <p>5 information?</p> <p>6 MR. MUNDEL: Beyond the</p> <p>7 scope.</p> <p>8 A. I'm not aware.</p> <p>9 Q. So for the users in column D</p> <p>10 until 2019 they had their account</p> <p>11 access denied, sorry, column E, for the</p> <p>12 users in column E until 2019 those</p> <p>13 users did not have their account access</p> <p>14 automatically reinstated upon losing a</p> <p>15 chargeback.</p> <p>16 Is that right?</p> <p>17 MR. MUNDEL: Beyond the</p> <p>18 scope.</p> <p>19 A. I'm not aware.</p> <p>20 Q. Do you know the percentage of</p> <p>21 customers who contacted Match.com after</p> <p>22 the loss of their chargeback dispute to</p> <p>23 request their account be reinstated?</p> <p>24 MR. MUNDEL: Hold on one</p> <p>25 second.</p>

<p>201</p> <p>1 What topic?</p> <p>2 MR. TEPFER: I think off the</p> <p>3 top of my head I think it is 23.</p> <p>4 MR. MUNDEL: One second.</p> <p>5 It is 25, beyond the scope</p> <p>6 of 25.</p> <p>7 MR. TEPFER: I almost said</p> <p>8 25.</p> <p>9 MR. MUNDEL: Objection,</p> <p>10 beyond the scope.</p> <p>11 A. I'm not aware.</p> <p>12 BY MR. TEPFER:</p> <p>13 Q. On average how much time was</p> <p>14 remaining on the subscription for those</p> <p>15 who sought chargebacks and lost the</p> <p>16 dispute?</p> <p>17 MR. MUNDEL: Objection,</p> <p>18 beyond the scope.</p> <p>19 A. I'm not aware.</p> <p>20 Q. Has MGLLC ever attempted to</p> <p>21 calculate to determine how much time on</p> <p>22 average was remaining on the</p> <p>23 subscription for those who sought</p> <p>24 chargebacks and lost that dispute?</p> <p>25 MR. MUNDEL: Still beyond</p>	<p>203</p> <p>1 to reach out to one of our agents, and</p> <p>2 they could e-mail or chat, you would</p> <p>3 use our on online cancellation flow.</p> <p>4 Q. If a user were to call Match's</p> <p>5 customer care line they would receive</p> <p>6 an automated message redirecting them</p> <p>7 to the online cancellation flow; is</p> <p>8 that correct?</p> <p>9 A. Step by step message dictating</p> <p>10 how they can cancel using the existing</p> <p>11 means that we have, chat, e-mail or the</p> <p>12 online flow, correct.</p> <p>13 Q. And how long has that been the</p> <p>14 case that when a user calls in they</p> <p>15 have the automated message with those</p> <p>16 instructions?</p> <p>17 A. It has been the case for several</p> <p>18 months now.</p> <p>19 Q. And you mentioned cancellation</p> <p>20 by e-mail, is that sending e-mail from</p> <p>21 my Yahoo e-mail address or is that</p> <p>22 something on Match.com's web page?</p> <p>23 A. It is sending an e-mail to our</p> <p>24 customer agent team who can then</p> <p>25 process the resignation for you. There</p>
<p>202</p> <p>1 the scope.</p> <p>2 A. I'm not aware.</p> <p>3 Q. I want to talk about the mobile</p> <p>4 version of the online cancellation flow</p> <p>5 for a minute.</p> <p>6 Can you tell me all the means by</p> <p>7 which a user at this time can cancel</p> <p>8 their subscription on their smart</p> <p>9 phone?</p> <p>10 MR. MUNDEL: Beyond the</p> <p>11 scope.</p> <p>12 A. I mean, I can tell you a few</p> <p>13 different ones including the ability to</p> <p>14 the contact customer service team and</p> <p>15 online cancellation and through e-mail</p> <p>16 chat, via phone and so forth, those are</p> <p>17 some examples.</p> <p>18 Q. And so you mentioned at this</p> <p>19 moment that users can cancel by phone;</p> <p>20 is that correct?</p> <p>21 A. Yes.</p> <p>22 Just to clarify, folks can call</p> <p>23 in to our phone line and be given step</p> <p>24 by step instructions how to cancel.</p> <p>25 For full cancellation they would have</p>	<p>204</p> <p>1 is also obviously the ability to chat</p> <p>2 with one of our agents through the</p> <p>3 website as well.</p> <p>4 Q. And you mentioned users can call</p> <p>5 Match's customer care to get those</p> <p>6 instructions?</p> <p>7 A. Yes.</p> <p>8 Q. Does Match.com have that phone</p> <p>9 number anywhere on their website?</p> <p>10 MR. MUNDEL: Hold on one</p> <p>11 second. Beyond the scope, go</p> <p>12 ahead.</p> <p>13 A. I'm not aware where a user would</p> <p>14 find that Match.com website right now.</p> <p>15 I do know a user can Google the phone</p> <p>16 number or if they have already the</p> <p>17 phone number from prior contact with</p> <p>18 us, they would call the phone number.</p> <p>19 Q. You say they can Google the</p> <p>20 phone number, would the phone number on</p> <p>21 Google be on a website other than</p> <p>22 Match.com?</p> <p>23 A. I'm not aware.</p> <p>24 Q. So when you say Google the phone</p> <p>25 number, where would they be getting it</p>

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1 from on Google?

2 MR. MUNDEL: Objection,
3 beyond the scope.

4 A. I'm not aware.

5 Q. And you said they can send an
6 e-mail to cancel, right?

7 A. Yes.

8 Q. Is there a like a particular
9 e-mail address to which the e-mail
10 should be sent?

11 A. I'm not aware off the top of my
12 head what the specific e-mail address
13 is.

14 Q. But I guess what I'm saying is,
15 does Match.com have e-mail address on
16 the website that you can take that and
17 put into e-mail on a third-party e-mail
18 platform and send e-mail requesting
19 cancellation?

20 MR. MUNDEL: Beyond the
21 scope.

22 A. I'm not aware.

23 Q. When you talk about canceling by
24 e-mail what do you mean?

25 A. So chat is live chat, e-mail is

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1 e-mailing one of our agent teams and
2 then responding asynchronously.
3 So while chat is a live chat with an
4 agent, e-mail is asynchronous going
5 back to the user.

6 Q. What I'm trying to ask is,
7 sometimes when you go to websites there
8 is a field where you can enter
9 information and submit it that way.
10 I'm trying to understand if when you
11 say e-mail, is that what you're
12 referring to?

13 MR. MUNDEL: Beyond the
14 scope.

15 A. I'm not aware.

16 Q. When you say e-mail are you
17 referring to a method of communication
18 on Match's platform?

19 MR. MUNDEL: Form.

20 A. I am referring to sort of,
21 sorry, let me clarify this, traditional
22 e-mail.

23 Q. Okay.

24 Then do you know during what
25 time period cancellation by e-mail has

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1 been available to Match's customers?

2 A. I don't have specific dates but
3 as long as I have been at Match, I know
4 it has been available.

5 Q. And the same question for
6 cancellation by chat.

7 A. Again for as far as I am aware
8 for an extended period of time.

9 Q. And then there was a time period
10 folks could cancel by calling in and
11 talk to a live representative; is that
12 correct?

13 A. Correct.

14 Q. Do you know what time period
15 that was available?

16 A. Prior to the last few months,
17 that was would be the case.

18 Q. And can a user cancel by U.S.
19 mail?

20 A. I'm not, I am not aware if we
21 still support that.

22 Q. And can a user cancel by fax?

23 A. Again I'm not aware if we still
24 support that, but those were methods
25 that were supported at some point in

208

1 time.

2 MR. MUNDEL: Do people still
3 use fax?

4 MR. AIJAZ: Unfortunately.

5 MR. TEPFER: I have not done
6 so in probably a decade, but
7 someone somewhere must.

8 MR. MUNDEL: Can we take a
9 break whenever it is convenient?

10 MR. TEPFER: Absolutely.

11 Off the record.

12 (Whereupon, an off-the-
13 record discussion was held.)

14 (Time noted: 2:44 p.m.)

15 (Time noted: 3:04 p.m.)

16 MR. TEPFER: We are back on
17 the record.

18 BY MR. TEPFER:

19 Q. Do you have a clarification?

20 A. I have a clarification, I want
21 to clarify a couple things.

22 You asked about you U.S. mail
23 and fax as ways to cancel these
24 subscriptions. Whether a user faxes
25 us, by U.S. mail sends us a letter, we

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1 will still prosecute that cancellation,
2 even if its not actively shown on our
3 website as a method. If a user choose
4 to do it and reaches out through
5 methods and finds those methods, we
6 will always process those.

7 And you had a question about
8 e-mail and online forms, and we support
9 both, so you can do traditional e-mail
10 directly to our customer services
11 e-mail address. And we also have a
12 submit a request form online where you
13 can put in your e-mail address, your
14 phone number your request, and we will
15 take care of it and respond to that
16 request once you submit it so I just
17 wanted to make sure that I added some
18 clarity to those topics.

19 **Q. And so you said if however a**
20 **consumer gives that request, Match.com**
21 **will process the request, right?**

22 A. Correct.

23 **Q. And U.S. mail as a means of**
24 **cancellation is not advertised on the**
25 **Match.com website.**

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1 **Is that right?**

2 A. No, its probably the slowest way
3 you can cancel your subscription
4 alongside fax. So the ones that we're
5 advertising are ways that are easiest
6 for the user, most efficient for the
7 user, would be the best experience for
8 them, chat and e-mail obviously those
9 traditional channels they are fast, so
10 those are the ones that we advertise
11 and self service through the help FAQ
12 or through the online cancellation flow
13 are a really easy way to cancel if you
14 choose to.

15 **Q. So the ones that Match.com**
16 **advertises to the customers as a means**
17 **of cancellation are to be clear, online**
18 **cancellation flow, the chat, and**
19 **e-mail?**

20 A. Yes.

21 **Q. Okay.**

22 **Does Match.com have a mobile**
23 **browser optimized version of the online**
24 **cancellation flow available to its**
25 **customers?**

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1 MR. MUNDEL: Beyond the
2 scope, form.

3 A. I'm not aware what you mean by
4 mobile optimized version.

5 **Q. And like if a user were to go to**
6 **the online cancellation flow from their**
7 **smart phone would they be viewing the**
8 **same version of the online cancellation**
9 **flow that a user would view from their**
10 **desktop website?**

11 A. The flow is the same, you can
12 access both from desktop and mobile
13 web.

14 **Q. And has Match.com taken any**
15 **steps to optimize the viewing of the**
16 **online cancellation flow from a smart**
17 **phone?**

18 MR. MUNDEL: Beyond the
19 scope, objection to form.

20 A. I'm not aware but from my
21 understanding of what I looked, any of
22 our users on mobile web had a seamless
23 experience of being able to cancel.
24 Like desktop users it hasn't been an
25 area of focus.

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1 **Q. So Match.com has never taken any**
2 **steps to optimize for viewing on the**
3 **smart phone the online cancellation**
4 **flow?**

5 A. Not that I'm aware of.

6 **Q. So can you users cancel their**
7 **membership from the Match.com app?**

8 A. So if you're on the Match IOS
9 app cancellations are processed through
10 Apple, and so the user would have to do
11 that through their subscription
12 management with their Apple account.

13 **Q. What about with Android?**

14 A. My understanding with Android is
15 that you can cancel similar to mobile
16 web.

17 **Q. I believe that you stated that**
18 **at this time the online cancellation**
19 **flow from the mobile browser is**
20 **identical to the one from the desktop**
21 **website.**

22 **Is that correct?**

23 A. That's correct.

24 **Q. Has there ever been a time**
25 **period where the online cancellation**

<p>213</p> <p>1 flow was optimized for viewing from a 2 smart phone? 3 MR. MUNDEL: I object, 4 beyond the scope, also assumes 5 facts. 6 A. I'm not aware. 7 Again I will mention that 8 everything we have looked at mobile web 9 users are able to seamlessly cancel 10 through the cancellation flow, same as 11 desktop users, so this is not an area 12 of focus. 13 MR. TEPFER: I'll hand you 14 now this document which will be 15 Exhibit 17. 16 (Exhibit 17, Defendant Match 17 Group, LLC's Second Amended 18 Responses and Objections to 19 Plaintiff Federal Trade 20 Commission's First Set of 21 Interrogatories, marked for 22 identification, as of this date.) 23 BY MR. TEPFER: 24 Q. It is titled Defendant Match 25 Group, LLC's Second Amended Responses</p>	<p>215</p> <p>1 Q. Yes, sir. 2 A. Okay. 3 Q. So I want to direct you to the 4 answer to interrogatory 15 on page 44 5 of the document, this is the original 6 response. 7 Did you have any involvement in 8 preparing this response? 9 A. I'm not sure about this specific 10 response, but counsel -- 11 MR. MUNDEL: Hold on, are 12 you going to say that you saw 13 this before? 14 THE WITNESS: Yes. 15 MR. MUNDEL: Just say, I saw 16 this before. 17 A. I have seen it before. 18 BY MR. TEPFER: 19 Q. Interrogatory 15A asks to, 20 "Describe each method through which 21 consumers can cancel their subscrip- 22 tion. For each such method describe in 23 detail, A, every instance in which 24 Match Group, LLC informed consumers of 25 or disclosed to consumers the avail-</p>
<p>214</p> <p>1 and Objections to Plaintiff Federal 2 Trade Commission's First Set of 3 Interrogatories. 4 Mr. Saraph, I want to ask you 5 about the entire document but first I 6 want to ask have seen this document 7 before? 8 A. I believe I have seen this. 9 Q. So this is a set of interro- 10 gatory responses that MGLLC provided to 11 us. I want to ask you about the 12 current responses as amended and also 13 the prior responses. 14 So -- 15 MR. MUNDEL: I don't know 16 exactly what you mean by current 17 and prior. 18 MR. TEPFER: There have 19 been, this is the second amend 20 response so I'm going to ask 21 about the amended responses and 22 questions about the earlier 23 version of the responses as well. 24 A. Are both of those in this 25 document?</p>	<p>216</p> <p>1 ability of each method." 2 Did I read that correctly? 3 A. Yes. 4 Q. Look at the first full paragraph 5 on page 45, it says, if you wouldn't 6 mind reading it because it is kind 7 lengthy of through to continuing on 8 page 46, and through the paragraph that 9 says consumers may also find, read that 10 as well? 11 MR. MUNDEL: Start at the 12 bottom of 44, you can see the 13 whole thing. 14 THE WITNESS: Sure. 15 Should I read it out loud? 16 MR. TEPFER: No, it is too 17 long. 18 A. Okay. 19 BY MR. TEPFER: 20 Q. Just to be clear, you read the 21 from the start of the response at the 22 bottom of 44 through to end of that 23 paragraph that ends, i.e. turn over 24 autorenewal. 25 Is that right?</p>

54 (Pages 213 to 216)

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1 CERTIFICATE

2

3 STATE OF _____:

4 COUNTY/CITY OF _____:

5

6 Before me, this day, personally appeared

7 DUSHYANT SARAPH, who, being duly sworn, states

8 that the foregoing transcript of his

9 Deposition, taken in the matter, on the date,

10 and at the time and place set out on the title

11 page hereof, constitutes a true and accurate

12 transcript of said deposition.

13

14 _____

15 DUSHYANT SARAPH

16

17 SUBSCRIBED and SWORN to before me this

18 _____ day of _____, 2023, in the

19 jurisdiction aforesaid.

20

21

22

23 _____

24 My Commission Expires _____ Notary Public

25

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1 CERTIFICATE

2 STATE OF NEW YORK)

3 : ss.

4 COUNTY OF NEW YORK)

5

6 I, Jeremy Frank, a Notary Public within

7 and for the State of New York, do hereby

8 certify:

9 That DUSHYANT SARAPH, the witness whose

10 deposition is hereinbefore set forth, was duly

11 sworn by me and that such deposition is a true

12 record of the testimony given by the witness.

13 I further certify that I am not related

14 to any of the parties to this action by blood

15 or marriage, and that I am in no way

16 interested in the outcome of this matter.

17 IN WITNESS WHEREOF, I have hereby

18 set my hand on the 27th day of June, 2023.

19

20 s/Jeremy Frank

21 JEREMY FRANK, MPM

22

23

24

25

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1 INSTRUCTIONS TO WITNESS

2

3 Please read your deposition over

4 carefully and make any necessary corrections.

5 You should state the reason in the appropriate

6 space on the errata sheet for any corrections

7 that are made.

8 After doing so, please sign the errata

9 sheet and date it.

10 You are signing same subject to the

11 changes you have noted on the errata sheet,

12 which will be attached to your deposition. It

13 is imperative that you return the original

14 errata sheet to the deposing attorney within

15 thirty (30) days of receipt of the deposition

16 transcript by you. If you fail to do so, the

17 deposition transcript may be deemed to be

18 accurate and may be used in court.

19

20

21

22

23

24

25

360

1 *** ERRATA SHEET ***

2

3 NAME OF CASE: FTC VS. MATCH

4 DATE OF DEPOSITION: June 22, 2023

5 NAME OF WITNESS: SARAPH

6 PAGE LINE FROM TO

7

8

9

10

11

12

13

14

15

16

17

18 _____

19 DUSHYANT SARAPH

20 Subscribed and sworn to before me

21 this ____ day of _____, 2023.

22

23 JEREMY FRANK My Commission Expires: _____

24

25

EXHIBIT 74

CONFIDENTIAL

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

-----X
FEDERAL TRADE COMMISSION,)
)
Plaintiff,)
) Case No.
vs.)
) 3:19-cv-02281-K
MATCH GROUP, INC. a corporation,)
and MATCH GROUP, LLC, formerly)
known as MATCH.COM, LLC, a)
limited liability company,)
)
Defendants.)
-----X

30(B)(6) VIDEOTAPED DEPOSITION OF BIKRAM BANDY
Monday, June 26, 2023; 11:10 a.m. EDT

Reported by: Cindy L. Sebo, RMR, CRR, RPR, CSR, CCR,
CLR, RSA, NYRCR, NYACR, CA CSR 14409, NJ CCR
30XI00244600, NJ CRT 30XR00019500, Washington State
CSR 23005926, Oregon CSR 230105, TN CSR 998, Remote
Counsel Reporter, LiveLitigation Authorized Reporter,
Notary Public
Job No. 5957247

Page 1

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<p>1 certain -- what I'm not certain of, to be clear, 2 is I'm not certain whether that number represents 3 users who got no further than the save offer, so 4 meaning that they didn't accept it or they didn't 5 click through it; they just abandoned at the save 6 offer -- actually, now that I think about it -- 7 give me one second.</p> <p>8 Q. Sure.</p> <p>9 (Whereupon, the witness continues to 10 review the material provided.)</p> <p>11 THE WITNESS: Yeah. Actually, let 12 me correct my testimony.</p> <p>13 Adding these numbers up, I believe 14 they add up to the 68 million. So that means 15 that that save offer number is the latter of 16 what I described, meaning that it represents 17 auto renew revenue received from consumers 18 who got no further than the save offer, 19 meaning that they didn't accept the save 20 offer, but they didn't click through it to 21 get to the next survey; they just abandoned 22 at the Save Offer page.</p> <p style="text-align: right;">Page 50</p>	<p>1 are you to recommend Match. And then, I think, at 2 times, there was a text box for Tell Us More, and 3 then maybe it changed and they had something else.</p> <p>4 But that's what I'm referring -- 5 that's what -- that's what "second survey" refers 6 to there.</p> <p>7 Q. All right.</p> <p>8 MR. HUMMEL: Let's mark, please, 9 Tab 8 as next in order.</p> <p>10 BY MR. HUMMEL:</p> <p>11 Q. By the way, in preparation for your 12 deposition today, did you read the expert report 13 of Jennifer King?</p> <p>14 A. I did not.</p> <p>15 Q. Did you read the expert report of 16 Brandon Ward?</p> <p>17 A. I did not.</p> <p>18 Q. Did you read any expert reports?</p> <p>19 A. I did not.</p> <p>20 Q. Did you meet with FTC senior data 21 analyst KimbleAnn Verdi in preparation for your 22 deposition?</p> <p style="text-align: right;">Page 52</p>
<p>1 That is the revenue that was 2 obtained from auto renews from those users 3 minus any refunds those users obtained minus 4 any chargebacks that those users obtained.</p> <p>5 BY MR. HUMMEL:</p> <p>6 Q. But to be clear, it's your testimony 7 that you believe it's the consumers who reached 8 the Save Offer page did not accept the save offer 9 but then were charged an auto renew amount, minus 10 the refunds and chargebacks?</p> <p>11 A. That's right.</p> <p>12 Q. That's your testimony?</p> <p>13 A. That is my testimony. I'm pretty 14 sure I -- that I can -- maybe at a break, I can 15 confirm that that's correct.</p> <p>16 Q. Okay. And the second survey is the 17 NPS that you talked about before?</p> <p>18 A. Well, that I learned about before. 19 I did not know what "NPS" meant. But at the last 20 deposition, we talked about net promoter score. 21 But, yes, it's -- I -- we call it the "second 22 survey." There's a 1 -- 1 through 10, how likely</p> <p style="text-align: right;">Page 51</p>	<p>1 A. No.</p> <p>2 Q. Have you ever spoken with her?</p> <p>3 A. What was the name again?</p> <p>4 Q. KimbleAnn Verdi, V-E-R-D-I --</p> <p>5 MR. AIJAZ: Objection: this is not 6 relevant; outside the scope.</p> <p>7 MR. HUMMEL: Well, it has to do 8 with his preparation for the discussion on 9 this topic. And she has been identified as 10 the FTC witness with knowledge of the 11 calculations used to generate the FTC's 12 estimates of consumer harm and number of 13 harmed users --</p> <p>14 MR. AIJAZ: Well --</p> <p>15 MR. HUMMEL: -- so --</p> <p>16 MR. AIJAZ: -- you first asked if 17 in preparation, and then you asked if he's 18 ever spoken with her.</p> <p>19 MR. HUMMEL: Right.</p> <p>20 BY MR. HUMMEL:</p> <p>21 Q. Have you ever spoken with her?</p> <p>22 A. No.</p> <p style="text-align: right;">Page 53</p>

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<p>1 MR. AIJAZ: It's irrelevant.</p> <p>2 BY MR. HUMMEL:</p> <p>3 Q. Okay. Did you speak with her in</p> <p>4 connection with preparing for your testimony on</p> <p>5 Topic 2?</p> <p>6 MR. AIJAZ: Objection: asked and</p> <p>7 answered.</p> <p>8 MR. HUMMEL: Okay.</p> <p>9 THE WITNESS: I did not speak with</p> <p>10 her.</p> <p>11 BY MR. HUMMEL:</p> <p>12 Q. Right. Okay. Thanks.</p> <p>13 In preparation for your deposition</p> <p>14 today, did you review any consumer complaints or</p> <p>15 purported complaints relating to the Match cancel</p> <p>16 -- online cancellation flow?</p> <p>17 MR. AIJAZ: Objection: scope.</p> <p>18 THE WITNESS: I don't think I</p> <p>19 looked at them for preparation today. I --</p> <p>20 I looked at them in preparation for my prior</p> <p>21 testimony, but I didn't need -- I didn't --</p> <p>22 it didn't -- I didn't feel the need to go</p> <p style="text-align: right;">Page 54</p>	<p>1 theoretically possible, but I -- I don't</p> <p>2 think it's -- you know, I think it's a</p> <p>3 reasonable assumption that people that go</p> <p>4 through the cancellation flow intended to</p> <p>5 cancel. And if they didn't cancel, it was</p> <p>6 because something thwarted them -- the design</p> <p>7 of the flow thwarted them from doing that.</p> <p>8 MR. HUMMEL: Do you mind reading</p> <p>9 the question back?</p> <p>10 CERTIFIED STENOGRAPHER: Sure.</p> <p>11 - - -</p> <p>12 (Whereupon, the certified</p> <p>13 stenographer read back the</p> <p>14 pertinent part of the record.)</p> <p>15 - - -</p> <p>16 MR. AIJAZ: Same objections.</p> <p>17 BY MR. HUMMEL:</p> <p>18 Q. I don't think you answered my</p> <p>19 question.</p> <p>20 The question was: Has the FTC</p> <p>21 investigated, not whether you think it's a</p> <p>22 reasonable assumption or not.</p> <p style="text-align: right;">Page 56</p>
<p>1 back and have to look at them again.</p> <p>2 BY MR. HUMMEL:</p> <p>3 Q. Okay. In connection with the FTC's</p> <p>4 calculation of purported consumer harm that we</p> <p>5 just discussed -- and in -- in particular, its</p> <p>6 response to Interrogatory Number 2 -- excuse me --</p> <p>7 Interrogatory Number 3, Topic 2 -- has the FTC</p> <p>8 investigated whether there are other reasons for</p> <p>9 abandonment of an attempt to cancel other than</p> <p>10 that the -- that the online cancel- --</p> <p>11 cancellation flow was allegedly not simple?</p> <p>12 MR. AIJAZ: Objection: form; vague</p> <p>13 and scope.</p> <p>14 THE WITNESS: Yeah. I recall we</p> <p>15 talked about this last time, and you were</p> <p>16 giving me hypotheticals about why someone</p> <p>17 might abandon. And I -- like, the doorbell</p> <p>18 rang, or something like that, and I said,</p> <p>19 you know, it's -- anything's possible.</p> <p>20 But, you know, it seems like if</p> <p>21 someone is going to the cancellation flow,</p> <p>22 that they have an intent to cancel. So</p> <p style="text-align: right;">Page 55</p>	<p>1 A. I would say that -- yeah, the FTC</p> <p>2 considered, like, why someone would abandon, but I</p> <p>3 don't know, like, what you mean -- like, I don't</p> <p>4 know -- like, investigated -- I mean, do we</p> <p>5 consider that there might be other reasons that</p> <p>6 someone might abandon the -- the flow? I'm sure</p> <p>7 we did, but it didn't seem like any of those</p> <p>8 reasons were particularly plausible or material.</p> <p>9 Q. What did the FTC do to investigate</p> <p>10 whether there were other reasons for abandonment,</p> <p>11 as opposed to the -- other than the cancellation</p> <p>12 flow?</p> <p>13 MR. AIJAZ: Objection: vague and</p> <p>14 scope.</p> <p>15 THE WITNESS: Look, I think we</p> <p>16 talked about this before, but, you know, one</p> <p>17 of the things we did in our investigation is</p> <p>18 we looked at the consumer complaints. And</p> <p>19 the consumer complaints were telling a</p> <p>20 story, and that story seemed to be</p> <p>21 consistent with what our common-sense</p> <p>22 observation of what the cancellation flow</p> <p style="text-align: right;">Page 57</p>

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<p>1 was.</p> <p>2 And so, you know, I -- I don't</p> <p>3 think we were focused on investigating the</p> <p>4 absence. So we were investigating whatever</p> <p>5 the facts indicated. We looked at the</p> <p>6 cancellation flow, we looked at the consumer</p> <p>7 complaints, and that's what we investigated.</p> <p>8 BY MR. HUMMEL:</p> <p>9 Q. So, to be clear, the FTC's</p> <p>10 investigation was limited to a common-sense</p> <p>11 evaluation by the FTC and an evaluation of</p> <p>12 purported consumer complaints?</p> <p>13 MR. AIJAZ: Objection: misstates</p> <p>14 testimony; vague.</p> <p>15 THE WITNESS: Yeah -- yeah, I --</p> <p>16 I -- I don't -- I think that's -- that's too</p> <p>17 limiting. I mean, I can't -- I'm not</p> <p>18 prepared and able to talk about every single</p> <p>19 step that the Agency took in its</p> <p>20 investigation. Those are just two factors</p> <p>21 that they looked at.</p> <p>22 Were there other things that they</p> <p style="text-align: right;">Page 58</p>	<p>1 or surveys prior to the initiation of this</p> <p>2 litigation.</p> <p>3 BY MR. HUMMEL:</p> <p>4 Q. If you can look, please, at --</p> <p>5 MR. HUMMEL: I know.</p> <p>6 What's it -- Exhibit 5 is next?</p> <p>7 THE WITNESS: Done with 3?</p> <p>8 BY MR. HUMMEL:</p> <p>9 Q. Done for now.</p> <p>10 MR. HUMMEL: Exhibit 5.</p> <p>11 THE WITNESS: Thank you.</p> <p>12 MR. AIJAZ: You guys got to get</p> <p>13 narrower tables.</p> <p>14 THE WITNESS: Which one?</p> <p>15 CERTIFIED STENOGRAPHER: Three,</p> <p>16 please.</p> <p>17 --oOo--</p> <p>18 (FTC Deposition Exhibit Number 5,</p> <p>19 Plaintiff's Third Amended Initial</p> <p>20 Disclosures, marked for</p> <p>21 identification, as of this date.)</p> <p>22 --oOo--</p> <p style="text-align: right;">Page 60</p>
<p>1 looked at? Possibly. But I -- you know, I</p> <p>2 can't -- I'm not here to detail, like, every</p> <p>3 single investigative step that -- that the</p> <p>4 Agency took. I can't do that. My memory is</p> <p>5 not that good.</p> <p>6 BY MR. HUMMEL:</p> <p>7 Q. Did the FTC conduct any surveys of</p> <p>8 consumers who failed to -- strike that.</p> <p>9 Did the FTC conduct any surveys of</p> <p>10 consumers who did not ultimately complete the</p> <p>11 cancellation flow but, rather, abandoned it to</p> <p>12 determine why the abandonment took place?</p> <p>13 A. This is going --</p> <p>14 MR. AIJAZ: Same objection</p> <p>15 regarding scope.</p> <p>16 THE WITNESS: -- this is going to</p> <p>17 sound familiar. I'm not aware of any</p> <p>18 studies or surveys that the Agency did prior</p> <p>19 to the initiation of this litigation -- or</p> <p>20 I -- no. Strike that.</p> <p>21 I'm not aware that -- or no.</p> <p>22 The Agency did not do any studies</p> <p style="text-align: right;">Page 59</p>	<p>1 BY MR. HUMMEL:</p> <p>2 Q. Exhibit 5 are the Plaintiff's Third</p> <p>3 Amended Initial Disclosures in the case.</p> <p>4 Have you reviewed this document in</p> <p>5 connection with your preparation for testimony</p> <p>6 here today?</p> <p>7 A. So, actually, I have not. I looked</p> <p>8 at the second amended --</p> <p>9 Q. Okay.</p> <p>10 A. -- I -- I -- well, I -- I -- maybe</p> <p>11 -- maybe I did -- maybe I did. I -- I'm pretty</p> <p>12 sure what I looked at was second amended, and I</p> <p>13 didn't review the entirety of it. I -- I believe</p> <p>14 I only reviewed the provision.</p> <p>15 Let me take a look and see if it's</p> <p>16 -- I don't think it's going to be different from</p> <p>17 what I looked at it for.</p> <p>18 Q. What I'm going to ask you about</p> <p>19 begins on Page 25 through 26, related to civil</p> <p>20 penalties.</p> <p>21 (Whereupon, the witness reviews the</p> <p>22 material provided.)</p> <p style="text-align: right;">Page 61</p>

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<p style="text-align: center;">C E R T I F I C A T E</p> <p>I, Cindy L. Sebo, Nationally Certified Court Reporter herein, do hereby certify that the foregoing deposition of BIKRAM BANDY was taken before me pursuant to notice at the time and place indicated; that said witness duly swore to tell the truth, the whole truth and nothing but the truth under penalties of perjury; that said testimony of the witness was correctly recorded to the best of my abilities in machine shorthand, thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and accurate record of the testimony given by the witness; that I am neither counsel, nor kin to any party in said action, nor interested in the outcome; and that a copy of this transcript obtained from a source other than the court reporting firm, including an adversary or co-counsel in the matter, is uncertified and may not be used at trial. Jul 11, 2023</p> <p style="text-align: right;"><i>Cindy L. Sebo</i></p> <p>Cindy L. Sebo, RMR, CRR, RPR, CSR, CCR, CLR, RSA, NYRCR, NYACR, CA CSR 14409, NJ CCR 30XI00244600, NJ CRT 30XR00019500, Washington CSR 23005926, Oregon State 230105, Tennessee CSR 998, Remote Counsel Reporter, LiveLitigation Authorized Reporter, Notary Public</p> <p style="text-align: right;">Page 206</p>	<p>1 Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy , 30 b6 (#5957247)</p> <p style="text-align: center;">E R R A T A S H E E T</p> <p>3</p> <p>4 PAGE_____ LINE_____ CHANGE_____</p> <p>5 _____</p> <p>6 REASON_____</p> <p>7 PAGE_____ LINE_____ CHANGE_____</p> <p>8 _____</p> <p>9 REASON_____</p> <p>10 PAGE_____ LINE_____ CHANGE_____</p> <p>11 _____</p> <p>12 REASON_____</p> <p>13 PAGE_____ LINE_____ CHANGE_____</p> <p>14 _____</p> <p>15 REASON_____</p> <p>16 PAGE_____ LINE_____ CHANGE_____</p> <p>17 _____</p> <p>18 REASON_____</p> <p>19 PAGE_____ LINE_____ CHANGE_____</p> <p>20 _____</p> <p>21 REASON_____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Bikram Bandy , 30 b6 _____ Date _____</p> <p>25</p> <p style="text-align: right;">Page 208</p>
<p>1 Hasan Aijaz</p> <p>2 maijaz@ftc.gov</p> <p>3 July 11, 2023</p> <p>4 RE: Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>5 6/26/2023, Bikram Bandy , 30 b6 (#5957247)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 errata-tx@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 207</p>	<p>1 Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy , 30 b6 (#5957247)</p> <p style="text-align: center;">A C K N O W L E D G E M E N T O F D E P O N E N T</p> <p>3</p> <p>4 I, Bikram Bandy , 30 b6, do hereby declare that I</p> <p>5 have read the foregoing transcript, I have made any</p> <p>6 corrections, additions, or changes I deemed necessary as</p> <p>7 noted above to be appended hereto, and that the same is</p> <p>8 a true, correct and complete transcript of the testimony</p> <p>9 given by me.</p> <p>10 _____</p> <p>11 _____</p> <p>12 Bikram Bandy , 30 b6 _____ Date _____</p> <p>13 *If notary is required</p> <p>14 SUBSCRIBED AND SWORN TO BEFORE ME THIS</p> <p>15 _____ DAY OF _____, 20____.</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 NOTARY PUBLIC</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 209</p>

EXHIBIT 75

In the Matter of:

FTC v. Match Group, Inc., et al.

July 13, 2023
Brandon Ward

Condensed Transcript with Word Index



For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

1	IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION FEDERAL TRADE COMMISSION, Plaintiff, v. MATCH GROUP, INC., a corporation, and MATCH GROUP, LLC, formerly known as MATCH.COM, LLC, a limited liability company, Defendants.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
1	ORAL DEPOSITION OF BRANDON WARD JULY 13, 2023 ORAL DEPOSITION OF BRANDON WARD, produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and numbered cause on July 13, 2023, from 9:01 a.m. to 6:17 p.m. before Brent Sturgess, CSR in and for the State of Texas, reported by machine shorthand at the law offices of Sidley Austin LLP, 2021 McKinney Avenue, Suite 2000, Dallas, Texas, 75201, pursuant to Notice, the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
1	I N D E X Appearances..... 3 BRANDON WARD Examination by Mr. Aijaz..... 4 Examination by Mr. Hummel..... 333 Signature and Changes..... 334 Reporter's Certificate..... 336 EXHIBITS NUMBER DESCRIPTION PAGE 1 Expert Report of Brandon Ward Regarding Match.com's Online Subscription Cancellation Flow, 01-13-23..... 7 2 Articles..... 17 3 Nielsen Norman Group - Heuristic Evaluation Workbook..... 55 4 Articles..... 58 5 What is a Good Task Completion Rate?..... 73 6 Video..... 135 7 Customer Satisfactory Survey - July 2015. 173 8 Video..... 213 9 2013 - Current..... 244 10 Rebuttal of Dr. King's Report Regarding Match.com's Online Subscription Cancellation Flow..... 286 11 Matchweb - 4390..... 301 Note: Exhibit Numbers 6 and 8 are videos that were produced by counsel and remained in the possession of counsel.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
1	A P P E A R A N C E S COUNSEL FOR THE PLAINTIFF: M. Hasan Aijaz, Esq. Reid Tepfer, Esq. UNITED STATES FEDERAL TRADE COMMISSION 1999 Bryan Street, Suite 2150 Dallas, Texas 75201 214.979.9386 maijaz@ftc.gov rtepf@ftc.gov COUNSEL FOR THE DEFENDANTS: Chad S. Hummel, Esq. SIDLEY AUSTIN LLP 1999 Avenue of the Stars, 17th Floor Los Angeles, California 90067 310.595.9505 chummel@sidley.com Angela C. Zambrano, Esq. Chelsea Priest, Esq. (via Zoom) SIDLEY AUSTIN LLP 2021 McKinney Avenue, Suite 2000 Dallas, Texas 75201 214.981.3300 angela.zambrano@sidley.com cpriest@sidley.com Witness: Brandon Ward Also Present: Samuel Kitchens Katie Johnson (via Zoom) Jeanette Teckman (via Zoom) Court Reporter: Brent Sturgess, CSR	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
1	THE REPORTER: Mr. Ward, would you please raise your right hand and be sworn? THE WITNESS: (Witness complies.) THE REPORTER: Do you solemnly swear or affirm that the testimony you will give in this matter will be the truth, the whole truth and nothing but the truth so help you God? THE WITNESS: Yes. THE REPORTER: Thank you. MR. AIJAZ: All right. Thank you. EXAMINATION Q. (By Mr. Aijaz) Good morning. A. Good morning. MR. AIJAZ: My name is Hasan Aijaz. I'm here representing the Federal Trade Commission. With me is my colleague and friend, Reid Tepfer. And, Counsel, would you please identify yourself for the record? MR. HUMMEL: Chad Hummel, Sidley Austin, for defendants. MR. AIJAZ: And could we identify anyone on Zoom? MR. HUMMEL: Sure. You've got Chelsea Priest, Sidley Austin, and then in-house you've got Katie Johnson, and here with me is Samuel Kitchens.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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1 or Cancel Subscription were intending to cancel their
2 subscription; is that right?

3 A. Well, there was change as well. And under
4 that would have been an option to modify, I believe,
5 as indicated by the word "change".

6 Q. Okay. So even during the time where the
7 link said Change/Cancel instead of Manage
8 Subscription...

9 So -- so let's say during the time
10 where the Manage Subscription links said Change or
11 Cancel, what is the appropriate page at which -- what
12 would have been the appropriate page to treat a
13 subscriber as entering the cancellation flow?

14 A. When they hit Cancel Subscription.

15 Q. On the Manage Subscription page?

16 A. Right, or Change/Cancel.

17 Q. Right.

18 A. Whichever they choose.

19 Q. And why wouldn't -- at that time, why
20 wouldn't it have been appropriate to treat the
21 Change/Cancel link as being indicative of intent to
22 enter the cancel flow?

23 A. Well, you have two options to choose from
24 once you're in there. So you -- you can't know what
25 somebody's intending to do until they choose the path

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1 that you're following, and that path begins when they
2 indicate they wish to cancel their subscription. And
3 as long as there are additional forks, you don't know
4 which fork they're choosing until they choose the last
5 one, and the last fork is Cancel Subscription.

6 Q. Okay. And how did you calculate the success
7 rate?

8 And, again, this is related to the
9 match.com subscriber data.

10 A. We looked at the enter -- the number of
11 people who entered the flow and Cancel Subscription,
12 and they either ended up successfully cancelling or
13 taking a save offer during that flow.

14 Q. And you looked at this -- at the user level
15 anytime before their renewal; is that right?

16 A. It's a subscriber --

17 Q. Right.

18 A. -- yeah, level. Yeah. So they entered the
19 cancellation flow and either took the save offer or
20 were able to successfully cancel before their next
21 thing renewed.

22 Q. Did you consider analyzing how many sessions
23 resulted in a successful cancellation?

24 A. I didn't look at session data. Subscriber
25 was enough.

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1 Q. Why didn't you look at session data?

2 A. The subscriber was enough because the
3 subscriber is the individual. And, again, so if you
4 think about it -- here's a hypothetical for you, and
5 this is -- this is why we didn't do it.

6 Hypothetically, someone could go into
7 the flow and click Cancel on a Monday in order to
8 trigger a -- in order to trigger a save offer. Or
9 maybe they're exploring. Maybe they're considering
10 cancelling, but they're not ready yet. And so a
11 subscriber, an individual subscriber, could do that
12 once, twice, 100 times.

13 So if you looked at each individual
14 session, you know, a single person might do it 100
15 times, but with really only an intent to actually do
16 it once. So we can't know what those intents are.
17 And because we don't know what we don't know, we can
18 only go with what we do know, which is that subscriber
19 at some point cancelled. And so we look at it from
20 that level and not their individual sessions.

21 Q. Do you have any data of how many sessions
22 are in any of the types that you've categorized?

23 In other words, how many sessions were
24 related to someone who clicked Cancel just to cancel
25 or to trigger a save offer or to see what the flow was

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1 like?

2 Do you have any data relating to that?

3 A. I don't.

4 Q. Did you ask for any data relating to that?

5 A. I did not.

6 Q. Is there a way to calculate those numbers?

7 A. My -- I don't know. The data that I have is
8 the data I have, and that's what I use.

9 Q. Okay. Is it relevant to the simplicity of a
10 flow how many attempts on average it takes to complete
11 that flow?

12 A. It can be.

13 Q. When would it be?

14 A. In the case of a usability study, for
15 instance, if you were to ask somebody to complete a
16 task and they weren't able to do it and then you ask
17 them to try again and again and again and again, and
18 then each time they -- they continue to fail, then you
19 would go "Oh, look, this is not going well." Some
20 studies you might do that. Generally, you would just
21 fail them at their first attempt and you move on.

22 So in other sessions, in -- in reality,
23 if it -- if you intend to do something and you have to
24 try a number of times to do it, it could -- you know,
25 you could assume some things from that, but ultimately

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<p>1 all you're doing is assuming. You don't actually know</p> <p>2 unless you're doing a study and you can sit there and</p> <p>3 ask them why.</p> <p>4 So it's really rare that you would</p> <p>5 either have that data and know what it meant because</p> <p>6 you can't observe and ask. Because when you do</p> <p>7 observe and ask, you generally don't let them do</p> <p>8 multiple attempts. It's -- it's kind of a one and</p> <p>9 done.</p> <p>10 Q. So you cannot say if a flow that takes more</p> <p>11 attempts is more difficult than a flow that takes</p> <p>12 fewer attempts?</p> <p>13 A. It's -- it's a tricky question and it's --</p> <p>14 it's complicated because of the context involved. And</p> <p>15 you're asking me to hypothesize on some nebulous,</p> <p>16 nonexistent -- two things, one that took X times and</p> <p>17 one took X plus five times. So it's generally not how</p> <p>18 we run our studies.</p> <p>19 Q. Go ahead.</p> <p>20 A. It's difficult for me to answer.</p> <p>21 Q. Earlier when we looked at the Sauro's</p> <p>22 article on measuring completion rate, do you recall</p> <p>23 that he referred to completion rate by attempt?</p> <p>24 A. Yes. We discussed that.</p> <p>25 Q. So when assessing this match.com population</p>	<p>1 So does that answer your question?</p> <p>2 Q. Maybe. So is there a way to quantify the</p> <p>3 directness of a flow or the indirectness of a flow?</p> <p>4 A. You would count errors.</p> <p>5 Q. Could you count attempts in this, say,</p> <p>6 sessions that entered the cancellation flow?</p> <p>7 MR. HUMMEL: Object, vague.</p> <p>8 A. I've never heard of a study being conducted</p> <p>9 that would do that.</p> <p>10 Q. (By Mr. Aijaz) Okay. Are the number of</p> <p>11 errors in a flow relevant to the simplicity of that</p> <p>12 flow?</p> <p>13 MR. HUMMEL: Errors in a flow?</p> <p>14 Objection, vague.</p> <p>15 MR. AIJAZ: Good point.</p> <p>16 Q. (By Mr. Aijaz) Are the number of errors</p> <p>17 that users make in attempting to complete a flow</p> <p>18 relevant to the simplicity of a flow?</p> <p>19 MR. HUMMEL: Objection. Vague, calls</p> <p>20 for a legal conclusion.</p> <p>21 A. It's -- it's difficult to say. We often do</p> <p>22 track error count to gauge directness. Sometimes we</p> <p>23 don't if we just care about, can it be done? It</p> <p>24 depends on the context.</p> <p>25 Q. (By Mr. Aijaz) What factors would affect</p>
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<p>1 data, why not assess it by attempt?</p> <p>2 A. There may be some confusion in what we're</p> <p>3 talking about in the definition of "attempt" versus,</p> <p>4 let's say, "errors". So when you say "attempt," to</p> <p>5 me, that's I've begun -- I've begun a task and I've</p> <p>6 gotten to a point where I have failed that task. So</p> <p>7 now I stop, I reset, and now I start again.</p> <p>8 And, honestly, I've never run a</p> <p>9 usability study where we've allowed anybody to do</p> <p>10 that. You get one shot. That's first attempt, okay.</p> <p>11 So -- in a usability study. In reality, we all have</p> <p>12 an infinite number of chances to do an infinite number</p> <p>13 of things.</p> <p>14 But in a usability study sometimes you</p> <p>15 will track errors. So we wouldn't consider someone</p> <p>16 who started from the homepage and then clicked on My</p> <p>17 Profile instead of Settings and then went "Oh, that's</p> <p>18 not right," and then went back and then clicked around</p> <p>19 and then clicked Settings and guessed wrong and went</p> <p>20 somewhere else.</p> <p>21 We would consider that an indirect path</p> <p>22 to completion if they were successful or an indirect</p> <p>23 path to failure if they were not if you were counting</p> <p>24 errors. In our study we didn't. It was pass/fail.</p> <p>25 You did it or you didn't.</p>	<p>1 that analysis?</p> <p>2 MR. HUMMEL: Same objection, same --</p> <p>3 vague on "that analysis". You can answer.</p> <p>4 A. It would depend on, what questions are we</p> <p>5 trying to answer?</p> <p>6 Q. (By Mr. Aijaz) Okay. The data analysis</p> <p>7 that you conducted, does this apply -- is there any --</p> <p>8 did you conduct any data analysis on the findability</p> <p>9 of the flow?</p> <p>10 A. No, not outside whether or not they were</p> <p>11 able to cancel or not. If they were able to</p> <p>12 successfully cancel, they found it. If they didn't,</p> <p>13 perhaps they couldn't. In this -- in my study 91.5</p> <p>14 percent of participants successfully cancelled --</p> <p>15 cancelled. Therefore, 91.5 percent found it to be</p> <p>16 findable. So that's an inference that can be made.</p> <p>17 Q. Okay.</p> <p>18 A. And of the 8.5 percent it's possible. We</p> <p>19 didn't -- again, we didn't analyze errors, but it's</p> <p>20 also possible they found it and then just had some</p> <p>21 other issues.</p> <p>22 Q. But you didn't review the videos to check?</p> <p>23 A. We did not.</p> <p>24 Q. We talked about some outside events that</p> <p>25 could interrupt someone using the cancellation process</p>

<p>261</p> <p>1 like a knock on the door, that type of thing.</p> <p>2 Is there any source that you're aware</p> <p>3 of that attempts to quantify that, what percentage of</p> <p>4 people have a task interrupted because of such an</p> <p>5 outside factor?</p> <p>6 A. Not that I'm aware of offhand. Probably is.</p> <p>7 Q. But none that you're aware of today?</p> <p>8 A. No.</p> <p>9 Q. Paragraph 136 is the next page. Actually</p> <p>10 it's Page 73. This is under the subheading Average</p> <p>11 Time to Cancel.</p> <p>12 It says "The meeting time for clicking</p> <p>13 Cancel Subscription to completing the cancellation was</p> <p>14 about 44 seconds;" is that right?</p> <p>15 A. Yes.</p> <p>16 Q. And that's the population median?</p> <p>17 A. I'm sorry. The population median?</p> <p>18 Q. That's the median of the match.com</p> <p>19 population...</p> <p>20 A. Yes.</p> <p>21 Q. ...is that right?</p> <p>22 And this is something that you</p> <p>23 attempted -- that your survey study attempted to</p> <p>24 estimate; is that right?</p> <p>25 A. What is your question?</p>	<p>263</p> <p>1 A. No. Not any publicly available generalized</p> <p>2 data, no.</p> <p>3 Q. Okay. In Footnote 12 you described the</p> <p>4 median time from password entry to cancellation as</p> <p>5 about approximately 94 seconds.</p> <p>6 Do you see that?</p> <p>7 A. Uh-huh.</p> <p>8 Q. What -- what pages does that begin and end</p> <p>9 at?</p> <p>10 A. So that would begin at the reauth. page --</p> <p>11 sorry -- reauthorization page, which is accessed after</p> <p>12 clicking Manage Subscription in your Account Settings.</p> <p>13 Q. Your study, are you -- you analyzed the</p> <p>14 median time to cancel for the participants in your</p> <p>15 study; correct?</p> <p>16 A. That is correct.</p> <p>17 Q. And the time where that -- and the number</p> <p>18 was --</p> <p>19 A. 74 seconds.</p> <p>20 Q. 74 seconds.</p> <p>21 And what was the interval -- at the 95</p> <p>22 percent confidence level, what was the interval?</p> <p>23 A. Yeah. So that may have a different</p> <p>24 confidence level than the cancellation success rate,</p> <p>25 but on average we targeted 95 percent for -- for</p>
<p>262</p> <p>1 Q. So your -- did your survey study attempt to</p> <p>2 estimate, among other things, the median time to</p> <p>3 complete the cancellation process?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. You go on to say "A cancellation</p> <p>6 process that has an average median time to complete of</p> <p>7 only 44 seconds is simple and easy to use."</p> <p>8 What is your basis for that?</p> <p>9 A. My experience designing and testing websites</p> <p>10 for 23 years.</p> <p>11 Q. Any literature support that?</p> <p>12 A. It's all relative. One process might take</p> <p>13 two hours that we considered simple. Another process</p> <p>14 might take two seconds and be considered difficult.</p> <p>15 Again, it all depends. And so I judged in my expert</p> <p>16 opinion that in this case, given what was going on and</p> <p>17 the different steps involved, that this was an</p> <p>18 acceptable and actually pretty decent time.</p> <p>19 Q. And have you ever assessed cancellation time</p> <p>20 for another subscription site?</p> <p>21 A. Again, I might have in the past of some</p> <p>22 study I conducted. Cancellation might have been a</p> <p>23 part, but I don't recall it specifically.</p> <p>24 Q. Are you aware of any data regarding</p> <p>25 cancellation time for subscription sites?</p>	<p>264</p> <p>1 everything or higher.</p> <p>2 Q. This is on Page 63?</p> <p>3 A. Yeah. So there's the upper and lower</p> <p>4 limits. So on the median time it looks like it was</p> <p>5 plus or minus -- well -- oh, yeah, because -- oh, no,</p> <p>6 those are upper limits.</p> <p>7 Q. So I'll answer what I think is puzzling you</p> <p>8 for a second.</p> <p>9 The lower limit and upper limit from a</p> <p>10 median when you're looking at a confidence level, it's</p> <p>11 not plus or minus a particular number -- right --</p> <p>12 because you're looking at observations?</p> <p>13 So instead it's a certain number of</p> <p>14 observations away from the median; is that -- is that</p> <p>15 correct?</p> <p>16 A. So I'm trying to refresh my --</p> <p>17 Q. Sure.</p> <p>18 A. -- mind with this particular data here. So</p> <p>19 like starting at 114, I'm reading through that because</p> <p>20 we have the chart. And then -- yeah. So what you're</p> <p>21 saying is, it's not necessarily centered, yeah.</p> <p>22 Q. And is -- is that your understanding?</p> <p>23 A. I believe that's the case, yeah.</p> <p>24 Q. Okay.</p> <p>25 (Angela Zambrano enters the room.)</p>

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<div>1How did you interpret potential</div> <div>2problems?</div> <div>3A. I interpret that as to basically what I do</div> <div>4in the -- in the line of what I do in my work every</div> <div>5day, which is solve them, right, which is the creation</div> <div>6of new design to enhance or change something. So,</div> <div>7again, that wasn't part of my assignment, to redesign</div> <div>8the flow. So that's how I interpreted that.</div> <div>9Q. Was it part of your assignment to suggest</div> <div>10ways to improve the flow or make it simpler?</div> <div>11A. No.</div> <div>12Q. Was it part of your assignment to solve what</div> <div>13you viewed as potential problems?</div> <div>14A. No.</div> <div>15MR. HUMMEL: Okay. I don't have</div> <div>16anything further.</div> <div>17MR. AIJAZ: All right. We're done.</div> <div>18Thanks so much.</div> <div>19MR. HUMMEL: All right. Thank you,</div> <div>20guys. Off the record.</div> <div>21(Deposition concluded: 6:17 p.m.)</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>1I, BRANDON WARD, have read the foregoing</div> <div>2deposition and hereby affix my signature that same is</div> <div>3true and correct, except as noted above.</div> <div>4</div> <div>5</div> <div>6BRANDON WARD</div> <div>7THE STATE OF)</div> <div>8COUNTY OF)</div> <div>9</div> <div>10Before me, , on</div> <div>11this day personally appeared BRANDON WARD, known to me</div> <div>12(or proved to me under oath or through</div> <div>13) (description of identity card or</div> <div>14other document) to be the person whose name is</div> <div>15subscribed to the foregoing instrument and acknowledged</div> <div>16to me that they executed the same for the purposes and</div> <div>17consideration therein expressed.</div> <div>18Given under my hand and seal of office this</div> <div>19 day of , .</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24NOTARY PUBLIC IN AND FOR</div> <div>25THE STATE OF)</div> <div>COMMISSION EXPIRES:)</div>
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<div>1CHANGES AND SIGNATURE</div> <div>2WITNESS NAME: BRANDON WARD</div> <div>3DATE: JULY 13, 2023</div> <div>4PAGE LINE CHANGE REASON</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>1IN THE UNITED STATES DISTRICT COURT</div> <div>2NORTHERN DISTRICT OF TEXAS</div> <div>3DALLAS DIVISION</div> <div>4FEDERAL TRADE COMMISSION,)</div> <div>5Plaintiff,)</div> <div>6CASE ACTION NO.</div> <div>7v.)</div> <div>83:19-cv-02281-K</div> <div>9MATCH GROUP, INC., a)</div> <div>10corporation, and MATCH)</div> <div>11GROUP, LLC, formerly known)</div> <div>12as MATCH.COM, LLC, a)</div> <div>13limited liability company,)</div> <div>14Defendants.)</div> <div>15REPORTER'S CERTIFICATION</div> <div>16DEPOSITION OF BRANDON WARD</div> <div>17JULY 13, 2023</div> <div>18I, Brent Sturgess, Certified Shorthand Reporter in</div> <div>19and for the State of Texas, hereby certify to the</div> <div>20following:</div> <div>21That the witness, BRANDON WARD, was duly sworn by</div> <div>22the officer and that the transcript of the oral</div> <div>23deposition is a true record of the testimony given by</div> <div>24the witness;</div> <div>25That the deposition transcript was submitted on</div> <div>August 2, 2023 to the witness or to the attorney</div> <div>for the witness for examination, signature and return to</div> <div>me by August 22, 2023;</div> <div>That the amount of time used by each party at the</div> <div>deposition is as follows:</div>

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M. Hasan Aijaz - 07 HOUR(S):03 MINUTE(S)
Chad S. Hummel - 00 HOUR(S):01 MINUTE(S)

That pursuant to information given to the
deposition officer at the time said testimony was taken,
the following includes counsel for all parties of
record:

That § _____ is the deposition officer's
charges to M. Hasan Aijaz, for preparing the original
deposition transcript and any copies of exhibits;

I further certify that I am neither counsel for,
related to, nor employed by any of the parties or
attorneys in the action in which this proceeding was
taken, and further that I am not financially or
otherwise interested in the outcome of the action.

Certified to by me this 2nd day of
August, 2023.

s/Brent Sturgess
Brent Sturgess, CSR No. 3557
Expiration Date: 12/31/23
Five Star Court Reporting
1225 North Loop West, Suite 327
Houston, Texas 77008
Phone: 512-672-8674

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EXHIBIT 76

CONFIDENTIAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF TEXAS
DALLAS DIVISION

---oOo---

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

No. 3:19-cv-02281-K

MATCH GROUP, INC., a
corporation, MATH GROUP, LLC,
formerly MATCH.COM, LLC, a
Limited Liability Company,

Defendants.

_____/

DEPOSITION OF
JENNIFER KING, PH.D.

CONFIDENTIAL

THURSDAY, JULY 27, 2023

REPORTED BY: HOLLY THUMAN, CSR No. 6834, RMR, CRR
JOB NUMBER 6028094

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CONFIDENTIAL

<p>1 A. Yes.</p> <p>2 Q. So you think that people who click on the gear</p> <p>3 icon intend to cancel?</p> <p>4 A. No. Not everybody who clicks on the gear icon</p> <p>5 intend to cancel.</p> <p>6 But if you want to cancel, where -- you know,</p> <p>7 you have to find a way to that portion of the site.</p> <p>8 Q. Right. But what we're talking about,</p> <p>9 Dr. King, is the percentage of people who intend to</p> <p>10 cancel that can actually complete the task and cancel</p> <p>11 their subscription.</p> <p>12 How do you -- how do you ascertain somebody</p> <p>13 who intends to cancel?</p> <p>14 It's certainly not by clicking the gear icon.</p> <p>15 Right?</p> <p>16 In real life, I can't ascertain that by</p> <p>17 clicking the gear icon.</p> <p>18 MR. AIJAZ: Objection. Vague.</p> <p>19 BY MR. HUMMEL:</p> <p>20 Q. Am I correct?</p> <p>21 A. Yes. At that point, I don't know.</p> <p>22 If you click on the gear icon, you can click</p> <p>23 on it for multiple reasons.</p> <p>24 Q. Right.</p> <p>25 A. It's simply the first step in the flow.</p> <p style="text-align: right;">Page 130</p>	<p>1 Is that what you're talking about?</p> <p>2 Q. Yes. But later, it becomes "Manage</p> <p>3 subscription," and the FTC has argued in the case that</p> <p>4 somehow that's nefarious. It's a theory.</p> <p>5 MR. AIJAZ: Objection.</p> <p>6 BY MR. HUMMEL:</p> <p>7 Q. But I'm asking you where you would start or</p> <p>8 how you would evaluate the question of a consumer who</p> <p>9 intends to cancel and who succeeds.</p> <p>10 MR. AIJAZ: Objection. Misstates facts and</p> <p>11 scope.</p> <p>12 MR. HUMMEL: I'm glad it misstates facts</p> <p>13 because that's a crazy contention you're making.</p> <p>14 Q. Do you see the problem?</p> <p>15 You can't look at the web flows and make that</p> <p>16 determination.</p> <p>17 A. No, I --</p> <p>18 Q. Do you agree with me?</p> <p>19 A. No.</p> <p>20 Q. Well, I --</p> <p>21 (The reporter requested that people not speak</p> <p>22 at once.)</p> <p>23 MR. AIJAZ: And objection. Vague.</p> <p>24 I don't know what the pending question is.</p> <p>25</p> <p style="text-align: right;">Page 132</p>
<p>1 Q. Absolutely right.</p> <p>2 But I'm talking about how would you ascertain</p> <p>3 intent to cancel because what we're trying to measure</p> <p>4 here is, can consumers who are subscribers accomplish</p> <p>5 the task, which is cancel?</p> <p>6 A. All right.</p> <p>7 Q. And you can't ascertain that by people who</p> <p>8 click the gear icon. Is that true; can't start it</p> <p>9 there?</p> <p>10 MR. AIJAZ: Objection. Vague and scope.</p> <p>11 THE WITNESS: So I would argue that you would</p> <p>12 have to start once the consumer clicks on the</p> <p>13 cancellation link.</p> <p>14 BY MR. HUMMEL:</p> <p>15 Q. So it's after "Manage subscription"?</p> <p>16 A. Depending on what flow we're talking about.</p> <p>17 Q. Not --</p> <p>18 A. It varies. Right?</p> <p>19 Q. Right.</p> <p>20 So let's talk about the one where the link</p> <p>21 says "Manage subscription."</p> <p>22 Even there, you can't ascertain that a</p> <p>23 consumer wants to cancel. Correct?</p> <p>24 A. I'm sorry. 2016, it's changed in "Cancel</p> <p>25 membership." Right?</p> <p style="text-align: right;">Page 131</p>	<p>1 BY MR. HUMMEL:</p> <p>2 Q. The pending question is: From the web flow,</p> <p>3 just looking at the web flows themselves, how can you</p> <p>4 ascertain for certain that a consumer who is</p> <p>5 participating -- at what stage can you ascertain for</p> <p>6 certain that a consumer is intending to cancel?</p> <p>7 MR. AIJAZ: Objection. Scope.</p> <p>8 THE WITNESS: I mean, the reason I am sitting</p> <p>9 here, thinking about it, is that part of the question</p> <p>10 is, how are they getting to this stage. Right?</p> <p>11 You need to understand, you know, how it was</p> <p>12 they were able to arrive here.</p> <p>13 BY MR. HUMMEL:</p> <p>14 Q. Right.</p> <p>15 A. But from this point onward --</p> <p>16 Q. What point? I'm sorry to interrupt you.</p> <p>17 A. So I'm looking at 2016.</p> <p>18 Q. Okay.</p> <p>19 A. So Exhibit 5, 2016.</p> <p>20 Q. All right.</p> <p>21 A. So, you know, when you are looking at this</p> <p>22 list, assuming you can identify the words "Cancel</p> <p>23 membership," then if I were looking for data that</p> <p>24 helped us understand whether I could track through the</p> <p>25 process the cancellation numbers, I would likely start</p> <p style="text-align: right;">Page 133</p>

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<p>1 here because this is the only option I have on this</p> <p>2 page that include the word "cancel," even though it is</p> <p>3 bundled with another task.</p> <p>4 Q. Which is "change"?</p> <p>5 A. Which is "change."</p> <p>6 Q. So you can't definitively say without looking</p> <p>7 at data how many people who click on "Change/cancel</p> <p>8 subscription" actually intend to cancel?</p> <p>9 A. How many people. No. I cannot tell you</p> <p>10 exactly how many people at this point.</p> <p>11 Q. Okay. What you can ascertain, though, is once</p> <p>12 you get past the password page, there's a page that has</p> <p>13 the option "Subscription status" or "Cancel</p> <p>14 subscription."</p> <p>15 Isn't it true that you can't know for sure</p> <p>16 that a person is at least going into the cancellation</p> <p>17 flow once they -- once they click that link "Cancel</p> <p>18 subscription"?</p> <p>19 And even for those people who cancel that,</p> <p>20 some percentage might be just looking for a save option</p> <p>21 because they know it's there. Somebody's told them</p> <p>22 it's there. Right?</p> <p>23 A. Okay.</p> <p>24 Q. They get a better deal.</p> <p>25 (The reporter requested that people not speak</p> <p style="text-align: right;">Page 134</p>	<p>1 MR. AIJAZ: No foundation.</p> <p>2 THE WITNESS: How would you know that existed</p> <p>3 there? How would a consumer know that that was behind</p> <p>4 that link? Where would you find that information?</p> <p>5 BY MR. HUMMEL:</p> <p>6 Q. Word of mouth?</p> <p>7 You can look skeptically if you want, but it's</p> <p>8 true.</p> <p>9 A. To the point where --</p> <p>10 MR. AIJAZ: There's no pending question.</p> <p>11 BY MR. HUMMEL:</p> <p>12 Q. Are you testifying that once -- is it your</p> <p>13 opinion that once a consumer clicks on the "Cancel</p> <p>14 subscription" button, that they -- 100 percent of those</p> <p>15 people intend to actually cancel their subscription?</p> <p>16 MR. AIJAZ: Objection. Scope.</p> <p>17 THE WITNESS: If you get to this page and you</p> <p>18 want to cancel -- I mean, it would be highly likely</p> <p>19 that you have elected to go down this path. There are</p> <p>20 few other options here.</p> <p>21 You know, 100 percent of all consumers that</p> <p>22 get to this page? Maybe not.</p> <p>23 Maybe there are some who have come here by</p> <p>24 accident. They're clicking "Subscription status."</p> <p>25 They could be just confused and not sure where they</p> <p style="text-align: right;">Page 136</p>
<p>1 at once.)</p> <p>2 MR. AIJAZ: I think you were going to</p> <p>3 rephrase. Right?</p> <p>4 BY MR. HUMMEL:</p> <p>5 Q. Isn't it true that even when you get to page 3</p> <p>6 of Exhibit 5 --</p> <p>7 A. There's no page numbers.</p> <p>8 Q. It's the third page in Exhibit 5 --</p> <p>9 A. Okay.</p> <p>10 Q. -- which is the -- presents consumers with a</p> <p>11 choice of subscription status or cancel subscription.</p> <p>12 Isn't it true that there is even a population</p> <p>13 of consumers who would click "Cancel subscription" who</p> <p>14 might not actually intend to cancel?</p> <p>15 MR. AIJAZ: Objection. Calls for speculation.</p> <p>16 No foundation.</p> <p>17 THE WITNESS: Right. I -- what -- why would I</p> <p>18 speculate that?</p> <p>19 BY MR. HUMMEL:</p> <p>20 Q. It's not speculation.</p> <p>21 There are some consumers who click "Cancel</p> <p>22 subscription," are there not, who intend to accept a</p> <p>23 save offer?</p> <p>24 MR. AIJAZ: Objection.</p> <p>25 THE WITNESS: How would you know --</p> <p style="text-align: right;">Page 135</p>	<p>1 are. I mean, there are multiple possibilities.</p> <p>2 BY MR. HUMMEL:</p> <p>3 Q. Okay. So my question is this: Isn't it true</p> <p>4 that the only way to actually accurately measure</p> <p>5 consumers who intend to cancel, whether they can find</p> <p>6 the icon and then proceed to successfully complete the</p> <p>7 task, is to do a usability study?</p> <p>8 MR. AIJAZ: Objection. Calls for speculation.</p> <p>9 Incomplete hypothetical.</p> <p>10 THE WITNESS: Can you please read that back?</p> <p>11 (Record read as follows:</p> <p>12 "QUESTION: Okay. So my question is this:</p> <p>13 Isn't it true that the only way to actually</p> <p>14 accurately measure consumers who intend to</p> <p>15 cancel, whether they can find the icon and</p> <p>16 then proceed to successfully complete the</p> <p>17 task, is to do a usability study?")</p> <p>18 MR. AIJAZ: Same objection.</p> <p>19 THE WITNESS: No, I don't think that is the</p> <p>20 only way.</p> <p>21 BY MR. HUMMEL:</p> <p>22 Q. Can you please, in your expert opinion, give</p> <p>23 me another way?</p> <p>24 MR. AIJAZ: Objection. Scope.</p> <p>25 THE WITNESS: To some extent, you might be</p> <p style="text-align: right;">Page 137</p>

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<p>1 able to gauge this through observation.</p> <p>2 BY MR. HUMMEL:</p> <p>3 Q. What does that mean?</p> <p>4 A. I mean through observing through data.</p> <p>5 Q. What data?</p> <p>6 If -- let me just posit this, and then we'll</p> <p>7 take a lunch break.</p> <p>8 If you can't discern that a consumer wants to</p> <p>9 cancel when they click the icon and you can't discern</p> <p>10 that a consumer wants to cancel when they enter their</p> <p>11 password and you can't discern that a consumer wants to</p> <p>12 cancel, necessarily, 100 percent when they cancel --</p> <p>13 when they click "Cancel subscription" on the next page,</p> <p>14 how -- what data would you look at to find out a</p> <p>15 consumer who intends to cancel can actually complete</p> <p>16 it?</p> <p>17 MR. AIJAZ: Objection. No foundation, and</p> <p>18 it's an incomplete hypothetical.</p> <p>19 THE WITNESS: To the extent that you can track</p> <p>20 user journeys through the interface, through</p> <p>21 clickstream data, I am presuming, if that's -- I'm not</p> <p>22 sure that's the right description -- then that would</p> <p>23 give you at least some perception or some understanding</p> <p>24 of the people who go from place to place to place in</p> <p>25 terms of trying to understand successfully how people</p> <p style="text-align: right;">Page 138</p>	<p>1 in the Sentinel database?</p> <p>2 A. So, as I understand it, Sentinel is a large</p> <p>3 database that gets complaints from multiple sources. I</p> <p>4 don't know if they're all government sources, but I</p> <p>5 do -- it's my understanding that, in addition, people</p> <p>6 who submit complaints to the FTC. They may also come</p> <p>7 from states' attorney generals.</p> <p>8 I don't recall right now if they come from the</p> <p>9 BBB, for example, but they may.</p> <p>10 But I know it's a -- it's a catchall for a lot</p> <p>11 of different sources.</p> <p>12 Q. It's a repository of complaints.</p> <p>13 A. Fair enough, yeah.</p> <p>14 Q. How did you go about selecting the complaints</p> <p>15 that you reviewed from the Sentinel database?</p> <p>16 A. So we were provided with a file that, off the</p> <p>17 top of my head, I don't remember how many thousands</p> <p>18 were in there, but multiple thousands.</p> <p>19 And -- hold on. I want to find that page in</p> <p>20 my report really quick to go through the process.</p> <p>21 Q. So the "FTC Complaints" section of your</p> <p>22 rebuttal start at page 38.</p> <p>23 A. Thank you. Right.</p> <p>24 So based on my review of the Match complaints,</p> <p>25 I put the text of those complaints through a program</p> <p style="text-align: right;">Page 140</p>
<p>1 work through the flow.</p> <p>2 BY MR. HUMMEL:</p> <p>3 Q. And in conducting your initial analysis, you</p> <p>4 did no such analysis of click-through data. Correct?</p> <p>5 A. I did not look at click-through data.</p> <p>6 MR. HUMMEL: Okay. Let's take our lunch</p> <p>7 break.</p> <p>8 MR. AIJAZ: All right.</p> <p>9 (Lunch recess from 12:00 to 1:03 P.M.)</p> <p>10 --o0o--</p> <p>11 AFTERNOON SESSION</p> <p>12 MR. HUMMEL: Let's go back on the record.</p> <p>13 Q. Dr. King, you understand you're still under</p> <p>14 oath?</p> <p>15 A. Yes.</p> <p>16 Q. Any reason you can't continue to give full and</p> <p>17 complete and accurate testimony?</p> <p>18 A. No.</p> <p>19 Q. In your rebuttal report, you undertook an</p> <p>20 analysis of purported complaints. Right?</p> <p>21 A. Yes.</p> <p>22 Q. One of the sources of the complaints was the</p> <p>23 FTC's Sentinel database. Correct?</p> <p>24 A. Correct.</p> <p>25 Q. What's your understanding of what's contained</p> <p style="text-align: right;">Page 139</p>	<p>1 that demonstrated to me what were the most frequently</p> <p>2 used keywords people discussed in those complaints, and</p> <p>3 that's what you see on page 38.</p> <p>4 So the most popular keywords that we looked at</p> <p>5 were things like "confusing," "misleading," "auto</p> <p>6 renewal."</p> <p>7 So, then, we took those words and searched</p> <p>8 the -- the file of complaints that we had.</p> <p>9 And, as Mr. Langenfeld's report notes, the --</p> <p>10 the file that I provided in my opinions to my rebuttal</p> <p>11 had two extra complaints in it that weren't focused on</p> <p>12 Match that I missed in terms of my copy -- I'm actually</p> <p>13 in the process of verifying -- I'm concerned I copied</p> <p>14 the wrong table out of my file. So I'm in the process</p> <p>15 of verifying that. But I realize it contained two that</p> <p>16 did not deal with Match.com directly.</p> <p>17 But those were not referenced in this analysis</p> <p>18 in my report. I think it was a copy/paste error.</p> <p>19 Q. Are the 30 FTC complaints listed in your</p> <p>20 Appendix A the only complaints you reviewed from the</p> <p>21 Sentinel database?</p> <p>22 A. Well, and that's the other piece I'm trying</p> <p>23 to --</p> <p>24 When I put together the appendix, I think I</p> <p>25 copied the wrong field because I know in here I note</p> <p style="text-align: right;">Page 141</p>

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<p>1 --o0o--</p> <p>2 I declare under penalty of perjury that the</p> <p>3 foregoing is true and correct. Subscribed at</p> <p>4 _____, California, this ____ day of</p> <p>5 _____ 2023.</p> <p>6</p> <p>7</p> <p>8 JENNIFER KING, PH.D.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 234</p>	<p>1 M. Hasan Aijaz</p> <p>2 maijaz@ftc.gov</p> <p>3 August 10, 2023</p> <p>4 RE: Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>5 7/27/2023, Dr. Jennifer King (#6028094)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 errata-tx@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 236</p>
<p>1 CERTIFICATE OF REPORTER</p> <p>2 I, HOLLY THUMAN, a Certified Shorthand</p> <p>3 Reporter, hereby certify that the witness in the</p> <p>4 foregoing deposition was by me duly sworn to tell the</p> <p>5 truth, the whole truth, and nothing but the truth in</p> <p>6 the within-entitled cause; that said deposition was</p> <p>7 taken down in shorthand by me, a disinterested person,</p> <p>8 at the time and place therein stated; and that the</p> <p>9 testimony of the said witness was thereafter reduced to</p> <p>10 typewriting, by computer, under my direction and</p> <p>11 supervision;</p> <p>12 That before completion of the deposition,</p> <p>13 review of the transcript [X] was [] was not</p> <p>14 requested/offered. If requested, any changes made by</p> <p>15 the deponent (and provided to the reporter) during the</p> <p>16 period allowed are appended hereto.</p> <p>17 I further certify that I am not of counsel or</p> <p>18 attorney for either or any of the parties to the said</p> <p>19 deposition, nor in any way interested in the event of</p> <p>20 this cause, and that I am not related to any of the</p> <p>21 parties thereto.</p> <p>22</p> <p>23 </p> <p>24 HOLLY THUMAN, CSR No. 6834</p> <p>25</p> <p style="text-align: right;">Page 235</p>	<p>1 Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>2 Dr. Jennifer King (#6028094)</p> <p>3 E R R A T A S H E E T</p> <p>4 PAGE____ LINE____ CHANGE_____</p> <p>5 _____</p> <p>6 REASON_____</p> <p>7 PAGE____ LINE____ CHANGE_____</p> <p>8 _____</p> <p>9 REASON_____</p> <p>10 PAGE____ LINE____ CHANGE_____</p> <p>11 _____</p> <p>12 REASON_____</p> <p>13 PAGE____ LINE____ CHANGE_____</p> <p>14 _____</p> <p>15 REASON_____</p> <p>16 PAGE____ LINE____ CHANGE_____</p> <p>17 _____</p> <p>18 REASON_____</p> <p>19 PAGE____ LINE____ CHANGE_____</p> <p>20 _____</p> <p>21 REASON_____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Dr. Jennifer King Date _____</p> <p>25</p> <p style="text-align: right;">Page 237</p>

EXHIBIT 77

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION,) **Case No. 3:19-cv-02281-K**
)
Plaintiff,) Dallas, Texas
) November 8, 2022
v.) 9:00 a.m.
)
MATCH GROUP, INC., et al.,) MOTION TO COMPEL
) [#133]
Defendants.)
_____)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE IRMA CARRILLO RAMIREZ,
UNITED STATES MAGISTRATE JUDGE.

APPEARANCES:

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MATCH GROUP, INC.

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25 Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

1 DALLAS, TEXAS - NOVEMBER 8, 2022 - 9:08 A.M.

2 THE CLERK: All rise.

3 THE COURT: Please be seated. All right. We are
4 here in the matter of Federal Trade Commission versus Match
5 Group, Inc., et al. This is Civil Action 3:19-cv-2281-K. And
6 before the Court this morning is Defendant Match Group, Inc.'s
7 motion to compel discovery responses and production of
8 documents from Plaintiff Federal Trade Commission. And I have
9 the joint submission filed by the parties on September 13th.

10 If counsel would please make their appearances for the
11 record.

12 MR. TEPFER: Good morning, Your Honor. Reid Tepfer
13 and Hasan Aijaz for the FTC.

14 THE COURT: All right.

15 MR. HUMMEL: Good morning, Your Honor. My name is
16 Chad Hummel, H-U-M-M-E-L, Sidley Austin. I'm here with my
17 colleagues Angela Zambrano, Chelsea Priest, Taylor Bragg, and
18 in-house at the Defendants, Match, Sam Kitchens is also
19 present.

20 THE COURT: All right. All right. As we did last
21 week, I'm going to ask the parties to please remain seated for
22 purposes of the hearing. I've got questions for both sides.
23 Please move the microphones close to you. While I appreciate
24 that you stand, as how we do in federal court, we're still
25 trying to maintain social distancing, and the further away you

1 get from the microphone, the harder it is to hear and
2 understand. So please stay close to your mics.

3 All right. So I've got questions for both sides. And
4 who'll be arguing on behalf of the Plaintiff?

5 MR. TEPFER: I will, Your Honor.

6 THE COURT: All right. Any dispute, as we discussed
7 last week, with the party having -- with the party resisting
8 discovery having the burden?

9 MR. TEPFER: No, Your Honor.

10 THE COURT: All right. Did I miss any affidavits or
11 evidence in support of the objections?

12 MR. TEPFER: No, Your Honor.

13 THE COURT: All right. So it's just the -- just the
14 argument in the joint submission?

15 MR. TEPFER: Yes, Your Honor.

16 THE COURT: All right. Let's -- we're going to work
17 through the joint submission.

18 All right. With regard to Issue No. 1, Interrogatory No.
19 2, let's start with the first part. Mr. Hummel, in reading
20 the response, while I agree that there are certainly some
21 things here that, under the case law in this district, are not
22 appropriate, and in particular the "subject to and without
23 waiving the foregoing objections" language, which was
24 specifically addressed by Judge Horan in the *Heller v. City of*
25 *Dallas* case, if I go on to the rest of the answer, it looks

1 like the Plaintiff has identified what it contends is not
2 simple about the process. So tell me why this response is not
3 sufficient.

4 MR. HUMMEL: I will, Your Honor. And thank you. Let
5 me answer your question first. The response is not close to
6 sufficient. As Your Honor knows, the allegation in the case
7 is that the Match.com online cancellation flow is not simple.
8 The interrogatory asked them, Describe -- Identify and
9 describe all features of the online cancellation flow that you
10 contend are not simple. In response, on the merits, they say
11 the following. It's -- and by the way, they don't say that
12 this is what they contend. They say this is what purportedly
13 identified documents show. We asked for their contentions,
14 which is perfectly permissible under the Federal Rules. They
15 don't even respond to that. But what they give is a number of
16 categories. That it's hard to find. Your Honor, what is hard
17 to find? They don't even tell us.

18 Number two, there are too many clicks. What does too many
19 mean?

20 Number three, it is difficult to understand. What part of
21 the flow is difficult to understand? There is no response.

22 It leaves consumers with the mistaken belief that they
23 have canceled. What is that based on?

24 Number four, that there are -- that there is a save offer,
25 which is when you're almost done with the cancellation, they

1 say, hey, will you take a 50 percent discount? Perfectly
2 permissible under FTC rules, but they say that creates --
3 somehow that's not simple.

4 We ask a survey: Why did you cancel? Again, perfectly
5 permissible, so long as it doesn't take unreasonable time to
6 complete.

7 And three, we ask an NPS survey, which is a Net Promoter
8 Score: How would you rank Match.com on a scale of 1 to 10 in
9 terms of would you recommend it?

10 We require a password. What's not simple about that?

11 And that it's misleading. Well, what is misleading?

12 So, Your Honor, the answers actually beg more questions.
13 They do not identify what in particular about this flow is not
14 simple. You can't find it in this response.

15 Not only that, Your Honor, they -- the key issues -- by
16 the way, the statute only says, ROSCA only says that a
17 cancellation mechanism must be simple. That's it. There is
18 no judicial gloss on this statute. There is no -- there is
19 some limited FTC guidance on it. But we asked specifically,
20 and they are required to meet the interrogatory as drafted,
21 what specifically is the problem? And they won't tell us.
22 They say, here are a bunch of documents where internal Match
23 executives purportedly say it's not simple. By the way, the
24 documents don't say that. Not even close. What they offer is
25 ways to improve the web -- the web flow.

1 So, Your Honor, that's in answer to your question. But
2 the -- another significant problem is they object that this is
3 overbroad. That should be overruled. This is the heart of
4 the case that's remaining, Your Honor.

5 That it's vague. If it's vague, then the statute is
6 vague, and we've got a real constitutional problem, which we
7 may anyway.

8 That it's unduly burdensome. It's unduly burdensome for
9 the FTC to tell us what their case is? I don't think so.

10 And that it's premature. Hardly. This investigation has
11 been going on four, five years, and they can't tell us within
12 a month or two of the close of fact discovery what is not
13 simple about our flow?

14 So, in short, Your Honor, the answer begs the questions.
15 Number two, they list documents that don't answer the
16 question. And number three, they have objections that should
17 be summarily overruled.

18 And I'll make one other point, Your Honor. They say, they
19 actually write this: No part of this response should be
20 interpreted or construed as a limit on the materials or
21 arguments the FTC will present at trial. Well, that
22 contravenes the very purpose of asking an interrogatory. So
23 they know, they know that they haven't answered. They know
24 they haven't answered. Otherwise, they wouldn't have inserted
25 that objection, which is not an appropriate objection in any

1 event.

2 So I hope I've answered your question. But let me just
3 focus on two things. The issue ought to be, can people
4 cancel? Is it an effective cancellation flow? They don't
5 address that. They don't address that.

6 Number two, how long does it take people to do it? That
7 gets to RFAs, which are Requests for Admissions, which you've
8 seen. This can be done in less than 30 seconds. It is not a
9 complicated flow. We need them to tell us specifically, your
10 flow takes nine clicks and that's too many. They won't say
11 that. You should ask, Your Honor, respectfully, why won't
12 they say it? Why won't they answer this question? This is
13 the heart of the case.

14 And this -- and I want to end with a practical note. If
15 you were trying this case, if you were trying it from the
16 defense side, you wouldn't know what to meet based on this
17 interrogatory response. If they contend that five is too many
18 clicks, okay, we'll deal with that. We can have experts
19 address that question. If they contend that it's hard to find
20 because people can't locate the Settings tab or because people
21 can't find the Manage Subscription part of the flow, that's
22 another thing. But they don't tell us anything.

23 So, with respect, those categories, when you say it looks
24 like they've answered, they've answered, but with the word
25 that I like to use, it's pabulum. It's useless from a defense

1 perspective. It doesn't tell us anything.

2 So, (a) objections overruled; (b) they need to meet the
3 response and they need to tell us something substantive.

4 Unless you have further questions, Your Honor, I tried to
5 answer your question.

6 THE COURT: All right. I don't see that the
7 Plaintiff is arguing any objections. It looks like the FTC's
8 position is that it has adequately answered, not it's not
9 standing on its objections. Is that correct?

10 MR. TEPFER: No, Your Honor, we -- we've -- that's --
11 that is correct. We believe that our response was sufficient.
12 You know, we identified the features that we're challenging.
13 The fact that Defendants are able to think of follow-up
14 questions doesn't mean that our response was inadequate.

15 And, you know, this is not mentioned in the briefing
16 because this just happened in the past couple of weeks, but
17 the Defendants had a 30(b)(6) witness -- or, deposition on
18 this exact issue, and defense counsel is quoting additional
19 evidence that we've given on our position.

20 So it's certainly not the case that we've been trying to,
21 you know, mislead or hide what we're challenging with our
22 response.

23 THE COURT: Okay. So, my -- I appreciate that, but
24 my question was simply on whether I'm ruling on your
25 objections, you're standing on your objections, or this is

1 simply a -- the issue is simply sufficiency of the answer.

2 MR. TEPFER: We believe our objections are valid, but
3 our -- the focus on our response is the sufficiency of the
4 answer.

5 THE COURT: All right. So that's what I'm going to
6 rule on, is sufficiency of the answer.

7 All right. Mr. Hummel, the question is, essentially, and
8 I'm paraphrasing here, but tell me why it's, you know, what --
9 it says, Identify and describe all features that make the
10 online cancellation flow not simple, as the term is used in
11 the statute.

12 And while I see that it could be a little confusing to say
13 your own documents identified the problems, it can also be
14 interpreted as saying that it's adopting that. It's too hard
15 to find. It takes too many clicks. It's difficult to
16 understand.

17 If the interrogatory asked to identify and describe the
18 features that make it not simple, they've done that. Have
19 they done that in the detail that you want? Have they told
20 you the why? The question is, before me, have they answered
21 what's been asked, and the response does.

22 MR. HUMMEL: It doesn't, Your Honor, with respect.
23 What it does is it identifies what is found in our documents.
24 It doesn't tell us what the FTC is contending.

25 And too many clicks? Your Honor, with respect, that's

1 meaningless. What does that mean in the context of a statute
2 that only requires simple? What does too many mean? Is it
3 one, two, five, nine? That's not a follow-up question.

4 And, Your Honor, I will point out that the interrogatory
5 also asks a description of what changes you contend would be
6 necessary to make the online cancellation flow simple. They
7 are seeking injunctive relief in this case.

8 THE COURT: Okay.

9 MR. HUMMEL: What would their injunction say?

10 THE COURT: All right.

11 MR. HUMMEL: And that -- and that gets to the heart
12 of it, Your Honor. And this is beyond the scope of a motion
13 to compel that we're asking you to rule on. But, Your Honor,
14 --

15 THE COURT: So let's not go there.

16 MR. HUMMEL: Well, --

17 THE COURT: I'm focusing on the motion.

18 MR. HUMMEL: But it is, it is relevant to the
19 question. How is a business supposed to know, from the FTC,
20 the Federal Trade Commission, this is the Federal Government,
21 telling businesses, your flow isn't simple enough because it
22 has too many clicks. Well, is that -- as I've said before, is
23 that five? Is it seven? Is it nine?

24 It's hard to find. What about it is hard to find? That
25 is simply not a sufficient answer that allows the defense fair

1 notice of what to do at trial.

2 And with that, I'll submit, Your Honor.

3 THE COURT: All right. With regard to the issue on
4 the sufficiency of the answer as to whether they have -- the
5 Plaintiff has sufficiently identified the flaws -- I think
6 that's how you all described it, flaws, the features that make
7 it not simple -- I'm over -- I am denying the motion to
8 compel. It's not the answer you want, but they have answered
9 the question asked.

10 Now, with regard to the second part on how to fix it, I
11 don't see any objection. You tell me that you're going to
12 answer it as a separate -- a separate interrogatory, but the
13 answer to that interrogatory is here. I don't have any
14 objections to that part.

15 MR. TEPFER: Well, Your Honor, I believe that we did,
16 in the submission, note that that's -- you know, what is
17 necessary to fix a cancellation mechanism isn't even a
18 response -- well, for one, it doesn't go to the claims or
19 defenses. That's -- it's not relevant to this case.

20 But even just practically speaking, that's really an
21 impossibility to answer. There's a million ways that a flow
22 can -- a cancellation flow can be simple or not simple, and it
23 -- you know, it's -- we're not able to even answer that if we
24 wanted to.

25 As far as the injunctive relief, we can -- we can and have

1 provided Defendants the injunctive relief we're seeking. But
2 in terms of like website design, that's far outside the scope
3 of discovery and not something that we could realistically
4 answer even if we wanted to.

5 THE COURT: Sure. I understand the position and
6 argument you made. What I'm looking for is what objections
7 were actually asserted and what I'm ruling on. If there's no
8 answer here, how are the objections that you're making today
9 timely?

10 MR. TEPFER: In the -- sorry, Your Honor. I believe
11 that this -- I can find this in the response, but it's --

12 THE COURT: Not the response. I'm looking at the
13 joint submission.

14 MR. TEPFER: On Page 7, --

15 THE COURT: Okay.

16 MR. TEPFER: -- let's see.

17 THE COURT: Page 7? Your argument starts at Page 6.
18 But where is the part of the -- where is the answer to
19 Interrogatory No. 8? Where did you respond to the actual
20 question?

21 MR. TEPFER: I'm sorry, Your Honor. One moment.
22 We'll --

23 THE COURT: Uh-huh.

24 MR. TEPFER: -- find this real quick here.

25 THE COURT: That was my issue, too.

1 (Pause.)

2 MR. TEPFER: Your Honor, I believe it's in the
3 appendix on APP 69.

4 THE COURT: Well, I'm -- where do you cite me to APP
5 69 in your part of the argument?

6 MR. TEPFER: And I apologize, Your Honor. I --

7 THE COURT: I'm willing to rule on the issues you all
8 present, but if you look at the wording of my order on the
9 face-to-face and what should be in the joint submission, this
10 is where I'm going through and this is what I'm going from,
11 this is where I'm looking at what's left after the face-to-
12 face.

13 MR. TEPFER: The -- so, our objection is described on
14 Page 7 of the joint submission. Our actual response is in the
15 APP.

16 One issue that I would note, and this is addressed in
17 Footnote 1, you know, we -- there were some last-minute edits
18 made to this document. So to the extent there were, you know,
19 revisions or deletions, you know, we -- we apologize for that,
20 but that was, you know, an issue of receiving an updated draft
21 at the -- at the last minute.

22 But, you know, I want to assure the Court we did address
23 this both in -- on Page 7 of the submission and our
24 interrogatory response does raise the issue of, you know, our
25 inability to answer that. We'll find that in the response

1 itself.

2 THE COURT: Okay. Footnote 1 says: "Online
3 cancellation flow" means the Match.com automated online
4 cancellation process. So that doesn't tell me what you said
5 it does.

6 If I look at Page 3, no, Page 2, --

7 MR. TEPFER: Sorry. You're --

8 THE COURT: -- that has your entire response to
9 Interrogatory No. 2, the third paragraph talks about the
10 issue. It says you're going to answer it as request to
11 Interrogatory No. 8, but you never tell me -- you don't give
12 me No. 8. You don't make any objections there.

13 MR. TEPFER: Your Honor, --

14 THE COURT: I'm not sure why -- what authority you
15 have to just separately create your own interrogatory. So
16 what am I ruling on here?

17 MR. TEPFER: Well, --

18 THE COURT: Tell me, if I'm looking at your answer to
19 No. 2, --

20 MR. TEPFER: Yes, Your Honor.

21 THE COURT: -- where are the objections.

22 MR. TEPFER: The -- so, Your Honor, I was mistaken in
23 the footnote cite. That's Footnote 4 I was referencing. The
24 answer, we answered on APP 70. It's with the separate
25 interrogatory responses, where we state that it's not feasible

1 for the FTC to provide a description of every possible online
2 cancellation flow. So it is included in the response, and
3 it's described on Page 6 to 7.

4 And, yeah, and it's -- the -- Interrogatory 8 is
5 referenced in our first paragraph of that response.

6 THE COURT: Right. It's referenced, but you never
7 tell me where it is.

8 MR. TEPFER: I apologize, Your Honor.

9 THE COURT: You don't give it to me. So how do I
10 know, from reading this, that that's what I'm supposed to be
11 looking at?

12 MR. TEPFER: I apologize, Your Honor. It's -- the
13 same -- we include the same arguments in Page 6 and 7 of the
14 submission, but I apologize for not referencing the APP in
15 there.

16 THE COURT: Isn't this the flip side of the issue the
17 other side had last week, wanting to argue what "all" meant
18 when it wasn't in the joint submission? I mean, the same rule
19 is going to apply to both sides.

20 MR. TEPFER: Well, Your Honor, I do believe the
21 argument is all in there. I mean, that's a substantial
22 portion of our response on this issue. You know, there isn't
23 -- and we -- we cite the interrogatory. All that's really
24 missing here is the APP number.

25 But, you know, the FTC -- we state on Page 7 that the FTC

1 is not obligated to provide advice concerning how to fix its
2 cancellation flow.

3 THE COURT: Okay.

4 MR. TEPFER: And then, you know, we also state that
5 there's unlimited hypothetical simple cancellation mechanisms.

6 So perhaps I'm misunderstanding. I mean, the issue
7 appears simply to be the APP cite was missing, but certainly,
8 you know, the answer and the arguments are all there.

9 THE COURT: What's the authority for creating your
10 own separate interrogatory?

11 MR. TEPFER: Your Honor, I -- I don't offhand know
12 what basis we have for that. You know, so I can certainly
13 understand the Court ruling that this should have been
14 included in the original response. But I think that the
15 issues that we raised in that response -- and we did provide a
16 full response concerning this issue -- I think those issues
17 are valid.

18 (Pause.)

19 THE COURT: All right. So you can't give any
20 authority for creating your own interrogatory. You didn't
21 include the response to Interrogatory No. 8 that you contend
22 is responsive to this part of Interrogatory No. 4. Tell me
23 how you haven't waived this part.

24 MR. TEPFER: Well, Your Honor, we do specifically
25 reference Interrogatory No. 8, and we provide in the appendix

1 Interrogatory No. 8. The only -- the only thing that appears
2 to be missing is the APP cite, and I don't believe that the
3 FTC should be held to have waived a very, you know, important
4 right simply on the basis of having missed or having omitted
5 the APP cite. The same arguments are made in both the
6 interrogatory response and the -- and our joint submission.
7 So it's all there.

8 You know, I certainly understand the Court, you know,
9 believing that we should not have created a separate
10 interrogatory. We simply wanted to give notice to the fact
11 that we believe these are separate interrogatories and should
12 be counted as two interrogatories.

13 THE COURT: Okay. This isn't about my belief. I'm
14 looking for legal bases here.

15 MR. TEPFER: Yes, Your Honor.

16 THE COURT: So, you can't give me a legal basis for
17 treating it this way. My order for the joint submission
18 specifically says, list and brief whatever issues are -- I'm
19 ruling on. You don't really separately point me to any
20 objections. It's there. 282-page appendix. So I'm supposed
21 to go looking for this, I suppose.

22 MR. TEPFER: No. I'm sorry.

23 THE COURT: I mean, do --

24 MR. TEPFER: I certainly -- I certainly understand.
25 That was an oversight on our part to not have the APP. But we

1 very -- very much briefed this issue in the -- in the joint
2 submission.

3 THE COURT: But do you see how it looks like you
4 briefed an objection that wasn't raised in the answer to
5 Interrogatory No. 2? Because if it wasn't timely asserted,
6 it's waived, right?

7 MR. TEPFER: I'm sorry. Would you -- would you mind
8 repeating that, Your Honor?

9 THE COURT: Isn't -- doesn't the case law
10 specifically -- well, the Rules actually say that any
11 objection not timely asserted is waived. There's a Fifth
12 Circuit case, *In re Grant*, I believe, that says that as well.

13 So if I'm looking at this, I see no objections to No. 2,
14 and briefing on an objection that's not been asserted. Do you
15 see how it looks like there's no objection to this part of No.
16 2?

17 MR. TEPFER: I can understand that, Your Honor, but I
18 believe that -- I believe that it's clear from both the
19 briefing and our response that, you know, we asserted this,
20 this objection.

21 THE COURT: Well, if I'm looking at your response,
22 and it's on 6 and 7, right, Page 6 and 7 of the appendix? I
23 mean, I'm sorry, of the joint submission?

24 MR. TEPFER: Yes, Your Honor.

25 THE COURT: Okay. Sentence No. 3 says, The FTC is

1 not obligated to provide an explanation. It's already
2 explained its position in response to similarly-worded
3 Interrogatory No. 8.

4 Where here on 6 and 7 do you tell me that you've objected
5 to it on the basis of relevance, which is what your answer
6 says on Page 72 of the appendix, not Page 70, --

7 MR. TEPFER: Uh, --

8 THE COURT: Um, --

9 MR. TEPFER: I believe that's -- the two paragraphs
10 on Page 7 are addressing that issue by stating that the FTC is
11 not obligated to provide advice and noting -- and the second
12 paragraph notes the impossibility of even responding.

13 THE COURT: I understand. It's a very -- it's a good
14 argument. But rules are rules. Tell me where -- and the
15 order is the order. Tell me where you've specifically advised
16 the Court that you've objected to this on the basis of
17 relevance. Because the only language I see, not obligated to,
18 which I'm having trouble converting into a legal basis or an
19 objection.

20 MR. TEPFER: Well, Your Honor, I suppose that it is
21 true that we did not use the word relevance, but I believe
22 that the description of our objection makes clear the basis
23 of, you know, of our objection, that it's the relevance, that
24 it's outside of the claims and defenses.

25 But I, you know, I certainly appreciate the Court's

1 position that it is not -- that specific word is not used.

2 But I believe our objection is clear and was understood by the
3 Defendants.

4 THE COURT: I don't believe it's my position. I am
5 looking for the word relevance. I'm having trouble saying "We
6 don't have to give them this answer" is the same as "The
7 information requested is not relevant."

8 Now, I'm not trying to give you a hard time. I'm not
9 trying to make this difficult. I'm trying to rule on the
10 validly-asserted objections, and I'm having a hard time
11 deciphering what they are.

12 And if it makes both sides feel any better, I'm going to
13 go back and make changes to my face-to-face order, because it
14 needs to be clarified.

15 MR. TEPFER: Your Honor, on Page 70, we do -- of our
16 actual response -- I understand it's not that we created the
17 separate -- you know, and I understand we should have
18 addressed that in the same interrogatory. But, you know, we
19 describe -- we describe the issues. We, you know, cite to
20 Interrogatory 8 in our response. And Interrogatory 8 begins
21 by stating that the interrogatory seeks irrelevant
22 information.

23 You know, I certainly appreciate that it creates a burden
24 for the Court to not -- you know, to cite the interrogatory
25 without including the APP, and, you know, I will -- I believe

1 we need to be more careful about that going forward. But in
2 terms of did we make clear that the objection was relevancy,
3 in the response itself, you know, we state that they seek
4 irrelevant information.

5 THE COURT: Okay. Page 70 of what?

6 MR. TEPFER: Of the joint appendix, which has our --
7 the response at issue, Interrogatory No. 8, which is cited on,
8 I believe, Page 6 of the joint submission.

9 (Pause.)

10 THE COURT: All right. (Pause.) Document 136 is my order
11 for the face-to-face. And on Pages 2 and 3, under Joint
12 Submission, it says, The joint submission must include only an
13 item-by-item listing of each specific issue, discovery
14 request, deposition topic, and/or corresponding objections
15 that was alleged in the motion and that remains in dispute
16 after the face-to-face conference.

17 And I call those disputed requests.

18 Disputes that have been resolved during the parties' face-
19 to-face conference should not be included in the joint
20 submission. Only those issues or discovery requests or
21 objections that are listed in the joint submission will be
22 considered.

23 Where in your joint submission do you list relevance as an
24 objection remaining for me to rule on?

25 MR. TEPFER: Well, Your Honor, respectfully, I would

1 suggest that the, you know, joint appendix should be
2 considered, given that it's incorporated by reference to
3 Interrogatory No. 8. I would -- and that it's, you know, I
4 believe on Page 7 very clearly described, although the word
5 relevance is not used.

6 THE COURT: Okay.

7 MR. TEPFER: For example, we state, you know, MGI's
8 liability, quote, does not turn on the FTC's opinion about,
9 you know, how hypothetically Match should allow subscribers to
10 cancel. It's, you know, the description of relevance.

11 THE COURT: I'm not sure that's the description of
12 relevance that I'm familiar with under the case law.

13 MR. TEPFER: And Your Honor, I apologize if, you
14 know, we misunderstood the order. I thought we had, you know,
15 by, you know, it states issues or objections. I thought those
16 were different ways of, you know, that we could, I guess, you
17 know, outline the various issues. But it was not my
18 interpretation of the order that, you know, the specific
19 objection, that, you know, for example, relevance had to be
20 stated that precisely. I thought we gave both fair notice to
21 the Defendants of our objection with our description and in
22 the response.

23 THE COURT: I got it. You think my order is bad.
24 I'm going to go back and fix it. I said that.

25 But in terms of identifying the objection that I'm ruling

1 on -- I understand your position. And I've got a question for
2 the other side. But I could not tell from your joint
3 submission that relevance was an issue that you were
4 specifically wanting me to address or an objection that you
5 were specifically wanting me to address. It just said, we
6 don't have to.

7 All right. I heard a lot, Mr. Hummel, last week I heard a
8 lot about how the extended discovery the FTC was seeking was
9 not warranted because these practices were not being used any
10 more, that you'd filed an affidavit that the specific
11 processes at issue were no longer in use. So if they're no
12 longer in use, and how to fix it is not necessarily an issue
13 or claim or defense, how is it relevant?

14 MR. HUMMEL: Respectfully, Your Honor, there are
15 three issues. The first one is the online cancellation flow.
16 That is a live issue in the case. That is Count Five. That
17 cancellation flow is still in use. Okay? The FTC is seeking
18 injunctive relief on that flow.

19 The two practices, Counts Three and Four in the complaint,
20 that have been discontinued since mid-2019, according to the
21 FTC's own complaint, are the guarantee and the chargeback
22 policy. Those have nothing to do with the cancellation flow.

23 Interrogatory No. 2, which we're dealing with, and this
24 alleged Subpart 8, is a live issue in the case. It's,
25 candidly, one of three live issues in the case that remain.

1 And we're going to talk about all those today.

2 So, with respect to the guarantee -- with respect to the
3 cancellation flow, what Your Honor, I take it, did with
4 respect to the first part of Interrogatory No. 2 was overrule
5 the objections and say that the response was sufficient. I
6 take it that's what Your Honor did.

7 THE COURT: No. I specifically said, I believe --
8 I'll have to look at the transcript, but I believe I
9 specifically said I wasn't ruling on the objections because
10 the Plaintiff's position was that they were standing on the
11 sufficiency of the answer, so I didn't need to look at the
12 objections, that I was determining whether the answer was
13 sufficient.

14 MR. HUMMEL: As long as those --

15 THE COURT: Is that not what I said?

16 MR. HUMMEL: I believe that's what you said, Your
17 Honor. But, but, we can't go to trial with an interrogatory
18 that has those objections in it. If they're withdrawing them,
19 that's fine. If that's what is being -- is being decided here
20 today, that's fine. What we can't do is go to trial and have
21 them say, well, we objected on burdensomeness and we're not
22 going to be bound by this answer, these answers, at trial.
23 If it's very clear on the record that they're not standing on
24 those objections anymore, we accept Your Honor's order,
25 although I disagree with it. But it's very clear that we want

1 those objections overruled or withdrawn. That's one.

2 Part two. Part two, which is clearly a central issue in
3 the case, is the injunctive relief the FTC would seek with
4 respect to the Count Five cancellation flow issue. And they
5 have never told us in a sworn response what the injunctive
6 relief is they're seeking. In other words, what are the
7 problems and how do you fix it?

8 It is simply not adequate for any Defendant or a company
9 trying to run its business to say the flow is hard to find.
10 We need the specific injunctive relief.

11 And Your Honor, if you look at Appendix 70, which they
12 referenced for you, which is their answer to what they self-
13 created as Interrogatory No. 8, without authority, they do say
14 that they have, if you look -- tell me, Your Honor, if you can
15 have that in front of you.

16 THE COURT: I have it.

17 MR. HUMMEL: All right. If you look at the second
18 paragraph: Furthermore, the changes to the online
19 cancellation flow that the FTC would find acceptable in a
20 settlement -- that's not what we asked. They're seeking
21 injunctive relief. Then they go on to say: Last, the FTC has
22 already described, repeatedly and in detail, specific problems
23 with online cancellation flow. And then they reference the
24 answer to Interrogatory No. 2.

25 Now, we all can sit in this courtroom, but nobody could

1 say, sitting in this courtroom, that they have answered what
2 are the problems with the flow specifically -- wait, I'm
3 trying to find the words -- repeatedly and in detail. So this
4 reference back to their response to the first part of No. 2,
5 that's inadequate.

6 Your Honor, we're asking the FTC -- we're asking the Court
7 to order the FTC to tell us the injunctive relief they're
8 seeking with respect to the cancellation flow. It's centrally
9 relevant. It's not irrelevant. It's not hypothetical. It's
10 real world. In fact, it's the exact opposite of hypothetical.
11 So it is clearly relevant, and they have to tell us.

12 And, by the way, they do say, waiving the relevance
13 objection, in my view, they do say, The FTC contends that an
14 adequately disclosed one-click cancellation process would be
15 simple. If that's their position, we can try the case. But
16 it's surrounded by verbiage that makes it -- that is improper
17 objections that should be overruled, including relevance, and
18 they should be ordered to answer.

19 THE COURT: All right. I understand what you're
20 saying you need and want in order to try your case. I am
21 looking at the language of your interrogatory. You are
22 demanding today a level of specificity that is not requested
23 in your interrogatory. I'm looking at what you have asked.
24 You've asked them to identify the features that they contend
25 make it not simple, and how to fix it. The issue, we're

1 looking at flaws and fixes, both parts of Interrogatory No. 2.
2 I've already ruled on the first part. If you've asked them to
3 identify what makes it not simple, I believe the answer does.
4 Does it go into the detail that you've asked for today? No.
5 But your question doesn't ask for that level of detail. It
6 asked for an identification of the flaws. So I'm done with
7 that part of it.

8 I do note and I asked at the beginning of this hearing
9 whether Plaintiff acknowledged that it had the burden to meet
10 its objections. It does not dispute that. The case law in
11 this district supports it, as well as the Fifth Circuit's
12 opinion in *McLeod*. So this is simply, in my mind, simply an
13 issue of has the question been answered, has the Plaintiff
14 supported the objections that I'm ruling on today? And the
15 answer to that on the second part is no.

16 MR. TEPFER: Your Honor, would you -- as for the
17 second part, do you mean the -- the fixes --

18 THE COURT: The fixes.

19 MR. TEPFER: -- issue?

20 THE COURT: Yes. The fixes issue. I can't find
21 you've met your burden here. I can't even tell what your
22 objection is, and you're citing back to a response that you
23 didn't give, even looking at your response.

24 Now, you went ahead and answered No. 2, despite the
25 objections. You told me you're not arguing your objections.

1 MR. TEPFER: Well, --

2 THE COURT: So I don't see a reason not to overrule
3 the objections, since we're looking solely at the sufficiency
4 of the answer.

5 MR. TEPFER: Your Honor, just to -- if I can clarify
6 just a couple of issues. The -- you know, we -- our position
7 is that our answer was adequate, but that we, you know, but
8 not that our -- we necessarily withdrew our objections. Just
9 that we believe our answer was -- that we adequately
10 responded, despite the objections.

11 THE COURT: Okay. I'm going to stop you right there,
12 because we've been going for some time and we're still on the
13 first one.

14 MR. TEPFER: Yes, Your Honor.

15 THE COURT: All right. You have the burden to meet
16 your objections. You haven't presented any argument on your
17 objections. Your argument is limited to the sufficiency of
18 the answer.

19 Because you've not even argued your objections on the
20 flaws, I can't find that you've met your burden. You've not
21 even presented any argument on them. You've stood on the
22 sufficiency of your response. Therefore, I don't see a reason
23 not to overrule the objections.

24 MR. TEPFER: Your Honor, if I could respectfully
25 disagree. I believe most of our response is about the

1 irrelevance of -- of the --

2 THE COURT: Of the flaws?

3 MR. TEPFER: Yes, Your Honor. The -- you know, after
4 -- I believe all of Page 7 concerns the fix -- I apologize,
5 Your Honor. The fix. You know, Defendants --

6 THE COURT: I'm talking about the flaws.

7 MR. TEPFER: Oh. Sorry.

8 THE COURT: All right. Let's -- all right.

9 Interrogatory No. 2 is about the flaws and the fix. You've
10 broken it up that way in the joint submission. With regard to
11 the objections to the flaws, --

12 MR. TEPFER: Yes, Your Honor.

13 THE COURT: -- you told me earlier you were standing
14 on the sufficiency of your answer. There's no argument at all
15 presented on any objections to the part of the question about
16 flaws. Is that correct?

17 MR. TEPFER: Yes, Your Honor. I misunderstood. I'm
18 sorry.

19 THE COURT: All right. So is there any reason not to
20 overrule those objections as to the flaws?

21 MR. TEPFER: No, Your Honor. I apologize. I was
22 misunderstanding.

23 THE COURT: Yes. All right. So the objections as to
24 that portion of the interrogatory are overruled. I'm finding
25 that the answer to the interrogatory, as asked, as part of the

1 flaws, is sufficient. So I'm denying the motion to compel.
2 I'm overruling the objections to that portion, but I'm denying
3 the motion to compel. They've answered it.

4 Now, with regard to the fix part, I don't see where you
5 have argued relevance in the joint submission, even if I look
6 at the part of the appendix that you've cited me to for the
7 first time today. If the other side -- I understand. How you
8 fix it is not necessarily relevant to a claim or defense. But
9 the other side has pointed out the fact that it does go to the
10 scope of any injunctive relief. And given the answer on Page
11 -- and I'm calling it Page 72; I use the blue numbers at the
12 top so that I can look at the page as opposed to having to
13 come down to the bottom of the page -- I agree that there is
14 some relevance to it. So I am -- I am going to grant the
15 motion to compel as to the fixes part, for the fix part of
16 Interrogatory No. 2. What you called Interrogatory No. 8,
17 which I still don't understand, well, there's not been any
18 legal basis provided for doing it this way, but I am -- I'm
19 ordering a response from the FTC.

20 All right. Let's move on to No. 2. As I understand it
21 from the joint submission, going to Page 19, the objections
22 I'm ruling on are relevance, vagueness, and ambiguity. Is
23 that correct?

24 MR. HUMMEL: Your Honor, what specific discovery
25 request are we talking about?

1 THE COURT: Requests for Admissions 40 through 43.

2 MR. HUMMEL: Okay. Thank you, Your Honor.

3 THE COURT: I'm sorry. It's the second part of Issue
4 No. 1.

5 MR. HUMMEL: Yeah, it's Page 7.

6 THE COURT: Page 7. And the FTC's position starts on
7 Page 12. Line No. 2: Relevance, vagueness, and ambiguity.
8 Those are the objections I'm ruling on; is that correct?

9 MR. TEPFER: Yes, Your Honor.

10 THE COURT: Okay. Any others?

11 MR. TEPFER: No, Your Honor.

12 THE COURT: Okay. As I understand it, these requests
13 for admissions are dealing with the online cancellation flow,
14 which was --

15 MR. TEPFER: Your Honor, one correction, if I could
16 just note. It's also -- the FTC does not have adequate
17 information to admit or deny. So that was another basis. I
18 just wanted to be clear.

19 THE COURT: Okay. But that's not a legal objection,
20 correct?

21 MR. TEPFER: No, Your Honor.

22 THE COURT: Okay. Now, these requests are limited to
23 the online cancellation flow. Everybody knows what that is,
24 right, that that deals with a specific issue in this case?

25 MR. TEPFER: Yes, Your Honor, with one clarification,

1 that there are -- there were multiple versions of the online
2 cancellation flow over time, and the RFAs did not specify a
3 particular version of the online cancellation flow. So we
4 under -- we understand what they're referencing, but not, for
5 example, a time period or a specific version of the online
6 cancellation flow.

7 THE COURT: Tell me where that is in your objections
8 listed on Pages 7 to 8. Because I don't remember anything
9 about you can't tell which version they're talking about.

10 (Counsel confer.)

11 THE COURT: And as I read the cases you've cited,
12 *Abbott, Morley, and Buchanan*, this talked about hypotheticals
13 unrelated to the facts in the case. Here, they're talking
14 about the specific cancellation flow at issue in the case. So
15 why aren't those cases distinguishable?

16 MR. TEPFER: Well, Your Honor, the reason that we
17 believed that this was hypothetical is it appears -- well,
18 it's unclear to us whether they're referencing real users or,
19 you know, a hypothetical user. So that's, that's the basis
20 that we believed that they're asking for, you know, what --
21 how long would it take a potential hypothetical user to
22 cancel.

23 THE COURT: Okay. But, unlike in those cases, there
24 is an actual connection to the facts of this case because
25 they're talking about the specific process at issue in this

1 case, correct?

2 MR. TEPFER: Yes, Your Honor.

3 THE COURT: Okay. So, in my mind, that disposes of
4 the relevance objection. How would it not?

5 MR. TEPFER: Your Honor, I certainly understand that
6 position. My, you know, my thought was that because it
7 doesn't even appear that they're referencing actual users,
8 merely that somebody who may or may not be a Match.com user is
9 able to do that, that's -- that was the basis of our position.

10 THE COURT: Okay.

11 MR. TEPFER: And, you know, the fastest time that an
12 individual could do it versus the average time, you know, that
13 seemed to be a different issue.

14 THE COURT: And you all are jumping ahead to the
15 ultimate --

16 MR. TEPFER: I apologize.

17 THE COURT: -- issues in the case. No, no, I'm
18 talking about -- I understand your arguments. I understand
19 your arguments. We're here in the context of discovery. Got
20 a request for admission. You've got a duty to admit, deny, or
21 explain why you can't admit or deny. Right?

22 MR. TEPFER: Yes, Your Honor.

23 THE COURT: Okay. That's what I'm looking at. How
24 it will be used at summary judgment or at trial, not at issue.
25 I'm looking at your question. Did you answer it as the rules

1 require? That's all I'm doing here.

2 MR. TEPFER: Yes, Your Honor.

3 THE COURT: All right. So, because it relates to --
4 can we agree that, because it relates to one of the processes
5 at issue in this case, it is relevant?

6 MR. TEPFER: Yes, Your Honor.

7 THE COURT: All right. Now, I understand your
8 objections about vagueness and what kind of person, but don't
9 you have to be a Match.com user in order to cancel your policy
10 or your membership?

11 MR. TEPFER: Yes, Your Honor, but the -- the evidence
12 that had been presented to us on this issue, and which, you
13 know, which is referenced by the Defendants, I believe, in
14 their section, is a video of one of their employees clicking
15 through the cancellation mechanism. So that, you know, that
16 to us didn't constitute any evidence to come to that
17 conclusion.

18 And in fact, you know, we understand we have a due
19 diligence burden to, you know, to answer these
20 interrogatories, but we simply don't have -- the Defendants
21 have never pointed us to evidence concerning actual users that
22 would obligate us to admit any of this. It seems that it's an
23 open question.

24 And Defendants have suggested, you know, that we have a
25 due diligence obligation to, you know, conduct an extensive

1 survey concerning an aspect of the cancellation mechanism that
2 we're not actually challenging, as, you know, our response to
3 Interrogatory 2 made clear.

4 THE COURT: All right. Again, you're making the
5 arguments for the jury here to me. Did you answer the -- I
6 understand you're going to --

7 MR. TEPFER: Your Honor, --

8 THE COURT: Why you think you shouldn't have to
9 answer it. But if I'm ruling on vagueness and ambiguity now,
10 it's the only two objections I've got left here, --

11 MR. TEPFER: To address the vagueness issue, you
12 know, it's not clear, are they talking about, you know, are
13 these consumers who have read the -- read the prompts? Are
14 they, you know, where does the cancellation flow begin? You
15 know, that's an issue that has been, you know, of some
16 dispute. So, you know, I do believe, as written, they are
17 vague. But I apologize for jumping ahead to the admit or deny
18 issue.

19 THE COURT: Okay. Well, and that's part of the
20 problem here. You've got a lot of objections here that you're
21 telling me you can't -- well, don't you have a duty if you are
22 able to admit part of it or to answer part of it and deny the
23 rest and explain why you can't admit or deny? And we're going
24 to get to that with some of the later ones. How does your
25 answer tell me specifically -- actually, I can't tell what the

1 answer is.

2 MR. TEPFER: Well, Your Honor, I don't believe there
3 -- I certainly agree that, you know, parties have an
4 obligation to admit or -- to admit any part that can be
5 admitted, but the issue is that there isn't any aspect of this
6 that we can admit or deny because we simply don't know how
7 long it takes consumers to cancel. We've not tested this.
8 Defendants haven't pointed us to evidence concerning how long
9 it takes consumers to cancel. So it -- you know, we don't
10 know how long it takes consumers to even find the flow. So
11 that, you know, that's just, to us, that's an open question.
12 If Defendants have evidence of this, you know, they can of
13 course present that or cite it to us to get us --

14 THE COURT: It's your case. You brought this case.

15 MR. TEPFER: Yes, Your Honor. We're not --

16 THE COURT: The issue in this case is whether this
17 process is simple.

18 MR. TEPFER: But not -- not how long it takes to
19 cancel. That's not an issue that we're challenging.

20 THE COURT: True. But didn't you concede somewhere,
21 and I'll go and find it, that -- let's see. Is how long it
22 takes maybe a way to look at whether this is simple or not?

23 MR. TEPFER: Certainly there's, you know, as I
24 mentioned, there's thousands of factors that can be relevant.
25 So this is certainly one.

1 But it wouldn't be a -- I feel that it wouldn't be a
2 reasonable reading of the due diligence requirement for us to,
3 you know, have to conduct surveys based on each of those
4 various factors just because Defendants ask an RFA about it.
5 We certainly will check, you know, any records or evidence we
6 have on the issue, but for us to determine this would -- you
7 know, that's a very difficult process to determine.

8 THE COURT: Okay. I'm not asking you to conduct
9 surveys. I'm asking whether it's possible to answer this
10 question. I understand you will argue later on that how long
11 it takes -- they're going to argue that the fact that it takes
12 this amount of time is evidence of its simplicity. You're
13 going to argue that that's not the only factor to be
14 considered. Got it.

15 MR. TEPFER: Yes, Your Honor.

16 THE COURT: Got it.

17 MR. TEPFER: And how -- but my question is, how would
18 we -- how would we determine this if not from testing actual
19 users?

20 THE COURT: Well, I'm not going to tell you how to
21 answer this.

22 MR. TEPFER: Yes, Your Honor.

23 THE COURT: That's not my role here.

24 MR. TEPFER: Yes, Your Honor.

25 THE COURT: But you've told me today they provided

1 you evidence, some evidence of this. The purpose of requests
2 for admissions is to narrow the evidence, to narrow the
3 issues.

4 MR. TEPFER: Your Honor, they presented us what they
5 purport to be evidence of this but which we contend is not
6 evidence, and it's certainly not, even if it were evidence,
7 it's certainly not evidence sufficient for us to admit or deny
8 it.

9 THE COURT: All right. Then how do you explain --
10 tell me how your answer explains that. You say, "based on
11 these ambiguities."

12 MR. TEPFER: Your Honor, we state on Page 13 in the
13 last paragraph that the FTC has no data concerning this at
14 this time, and to the extent any such data currently exists it
15 would be in MGI's possession. So that's -- I believe that's
16 what we intended to get at, that, you know, we don't have data
17 that would help us determine how long it takes a real
18 Match.com user to do this.

19 THE COURT: All right. I'm overruling your relevance
20 objection. I've already -- I've already done that. In fact,
21 I think you even essentially conceded that at the bottom of
22 Page 12, so I'm not sure why it was listed as one for me to
23 rule on, but there it is.

24 The way that you have phrased your -- argued your
25 vagueness objection, I understand it, but I don't necessarily

1 think that that means that you can't answer this interrogatory
2 some way, whether it's to admit or deny or say that you can't
3 for specific reasons. The way you've answered it does not
4 make clear why you cannot admit or deny.

5 So I'm granting the motion to compel as to these
6 interrogatories.

7 MR. HUMMEL: Requests for admissions, Your Honor?

8 THE COURT: I'm sorry. Requests for admissions. RFA
9 40 through 43. They are connected to the facts. I understand
10 that there are some issues that you pointed out, but that's
11 not reflected in the response. So I'm ordering a new
12 response.

13 MR. TEPFER: Yes, Your Honor. And just I want to be
14 sure that we comply with the Court's ruling. In terms of
15 responding on the admit or deny issue, is it sufficient that
16 we, you know, note with more specificity the types of data
17 that we contend would be necessary for us to make that sort of
18 admission?

19 THE COURT: I can't tell you how to answer it.

20 MR. TEPFER: Yes, Your Honor.

21 THE COURT: I can't tell you the sufficiency of an
22 answer I don't have in front of me without a motion to compel.
23 I'm just telling you, this is not a sufficient answer.

24 MR. TEPFER: Yes, Your Honor.

25 THE COURT: All right. So it's granted.

1 Now we're moving on to Issue No. 2. Requests for
2 Admission, the first part, Requests for Admissions 33 to 38,
3 talks about (a) cancellation method. And now I'm looking at
4 Page 19. What is the specific issue or specific objection?

5 MR. HUMMEL: Your Honor, for the record, we're
6 talking about RFA Numbers 33 through 38, which are listed on
7 Pages 13 through 16?

8 THE COURT: I believe I -- I just said that.

9 MR. HUMMEL: Okay.

10 THE COURT: I believe I just said that, --

11 MR. HUMMEL: Okay.

12 THE COURT: -- and that I am looking at the FTC's
13 response on Page 19.

14 MR. HUMMEL: Thank you, Your Honor.

15 (Pause.)

16 THE COURT: Which I've got -- I think I've got
17 vagueness here. Line 3.

18 MR. TEPFER: Yes, Your Honor. We also contend that
19 they're irrelevant and I believe, you know, that is made
20 clear. And, again, I apologize for the -- for not stating
21 this more plainly. But midway through the first paragraph, we
22 state that these requests are explicitly not connected to the
23 facts of this case, and thus we contend they're irrelevant.

24 We also contend they improperly call for a legal
25 conclusion. And I believe -- sorry. I just want to make sure

1 that we included this. We do mention that it's a -- we have a
2 quote concerning it being an improper hypothetical.

3 THE COURT: Okay. Tell me where improper
4 hypothetical is in the actual objection and response.

5 MR. TEPFER: Your Honor, looking at -- if I could
6 cite to RFA 34 on Page 14.

7 THE COURT: I'm looking at it. Uh-huh.

8 MR. TEPFER: It states, you know, vague and
9 ambiguous, and the hypothetical as a whole is vague.

10 THE COURT: Okay.

11 MR. TEPFER: The request does not describe the
12 entirety of the hypothetical cancellation method, how the
13 offer is presented, et cetera.

14 THE COURT: Okay. And it talks about the specificity
15 of the question. How am I to understand that that means the
16 same thing that you've argued on Page 19, that it's not
17 connected to the facts of this case?

18 I agree, if it's not dealing with the specific issues in
19 this case, it might be overbroad, but that's not an objection
20 that you made.

21 MR. TEPFER: Your Honor, I believe, because it's not
22 connected to the facts of this case, that makes it an improper
23 hypothetical.

24 THE COURT: Is there a cancellation mechanism at
25 issue in this case?

1 MR. TEPFER: Yes, Your Honor, although the Defendants
2 make explicit that this question does not concern that
3 cancellation mechanism.

4 THE COURT: Didn't you answer with extent to that
5 cancellation mechanism? I believe the last sentence says, To
6 the extent this request is intended to refer to Match.com's
7 online cancellation mechanism, Plaintiff denies.

8 MR. TEPFER: Yes, Your Honor. My interpretation of
9 it was that that was not what was being referred to, but if I
10 was, you know, if we were misreading it, we wanted to make
11 sure we admitted to the -- or denied to the extent that we're
12 able to do so, as is our obligation.

13 THE COURT: All right. You know -- well, I'm not so
14 sure that these requests are the most effective way to limit
15 or narrow the issues. I can see an argument being made for
16 these are gotcha requests, and we're spending a lot of time on
17 them. But I have a denial here with regard to the specific
18 policy at issue in the lawsuit, so why is that not sufficient
19 an answer?

20 MR. HUMMEL: Because it's not what the RFA asks.
21 This is -- look, let's just speak plainly, if I might, Your
22 Honor?

23 THE COURT: Please.

24 MR. HUMMEL: So, they say, in response to
25 Interrogatory No. 2, where we ask them specifically what's

1 wrong with our site, what's wrong with our cancellation flow,
2 and they say by presenting surveys, by having a cancellation
3 flow that has a misleading survey or a save offer, and that it
4 therefore -- and the only reason under FTC guidance, Your
5 Honor, that that would be a problem is if it caused undue
6 delay.

7 So we're asking, in a perfectly-permissible non-
8 hypothetical, tied-to-the-facts-of-this-case RFA, admit in 33
9 that a cancellation method can be simple if it includes a save
10 offer. The answer to that has to be admit. It's not a --
11 it's not a gotcha question. It eliminates an issue for trial,
12 where they will say you have a save offer, therefore it's not
13 simple. But thousands of online cancellation flows in this
14 country have save offers that the FTC hasn't challenged and
15 that are simple.

16 This is a straightforward request, it is directly tied to
17 what's at issue in this case, and they're required to admit it
18 or deny it in good faith.

19 Now, they do have a denial, but they have a denial only
20 with respect to our flow, which they contend is not simple,
21 but that's not what the RFA asks.

22 THE COURT: We spent an awful lot of time last week
23 talking about why discovery served by the FTC was not relevant
24 because it wasn't limited to the specific policies at issue in
25 this case.

1 MR. HUMMEL: Nope. Different -- respectfully, Your
2 Honor, different issues. The -- those two issues, and I'll
3 argue that again, and I know you don't want me to, those
4 issues, those two questions, whether there's a guarantee or
5 not that had adequate disclosures or whether there's a
6 chargeback policy that they contend was somehow unfair under
7 the FTC Act, they're eliminated. We don't do it anymore. We
8 haven't done it since mid-2019.

9 This is a live issue in the case that will be tried, which
10 is: Is our cancellation flow simple? And this asks, in the
11 real world, if a cancellation flow has a save offer, does
12 that, from the FTC's perspective, render it not simple?
13 That's the question. And it is directly relevant, easily
14 responded to, and they haven't in their denial met the
15 question.

16 So we have to distinguish between a cancellation flow,
17 which is still a live issue, and the guarantee and the
18 chargeback policy. Those issues, from our perspective, are
19 off the table. The fact that we have to engage in merits
20 discovery on issues that are not going to be tried is,
21 candidly, beyond me. But this one is live. They are
22 contending and arguing that our cancellation flow violates
23 ROSCA, the Restore Online Shoppers' Act -- Confidence Act.
24 And they say it's not simple.

25 Your Honor ruled that they gave us an answer, albeit

1 vague, that responds, but these are real issues in the case
2 and the FTC needs to take a position in this case on whether a
3 save offer, a survey, and a Net Promoter Score question render
4 it not simple as a matter of law. And RFAs are allowed to do
5 that under the Federal Rules.

6 So, with that, I'll submit, Your Honor.

7 (Pause.)

8 MR. TEPFER: Your Honor, would I be able to respond
9 to those issues?

10 THE COURT: You may respond.

11 MR. TEPFER: First, I'd like to note, you know, as
12 the Court has, that these are really gotcha RFAs. They're,
13 you know, vaguely described. This is a totality of the
14 circumstances test where you have to actually usually look at
15 these various features to make any sort of conclusion.

16 Of course, and as Defendants note in their own section on
17 this issue, there is not case law addressing whether, you
18 know, these features are, as a matter of law, and which is
19 what they're asking us to conclude, to provide the legal
20 conclusion that various features are, as a matter of law, not
21 simple. There's not case law on that.

22 You know, the statute doesn't state that because it wanted
23 -- Congress presumably wanted to provide leeway to courts, you
24 know, without a prescriptive standard. And courts have not
25 interpreted that. And so whether these are, as a matter of

1 law, simple or not simple is an open question.

2 But more importantly, you know, these gotcha RFAs are
3 exceedingly vague. And so all we can really respond to is the
4 cancellation mechanism in this case, the one that's actually
5 at issue, as opposed to these vague hypotheticals.

6 THE COURT: Let me ask you this. And I see the
7 argument for some vagueness in the question. But if I read
8 this as admit that a cancellation method can be simple even if
9 it includes a save offer. And cancellation methods -- well,
10 does a save offer in and of itself, and I'm not asking for a
11 legal conclusion, I'm just saying, does the fact that a
12 cancellation method has a save offer in it automatically mean
13 that it's not simple?

14 MR. TEPFER: And to that, you know, on the issue of
15 whether these features, any of them, are necessarily -- render
16 something not simple, I don't believe that that -- the courts
17 have addressed that legal conclusion. So the FT -- what's at
18 issue is, you know, under the law, are those features
19 necessarily -- do they necessarily render something not
20 simple, and there is just not case law that states either way
21 on that.

22 THE COURT: Well, I'm not talking about case law.
23 I'm talking about Mr. Hummel pointed out that there are
24 cancellation methods used, other cancellation methods used
25 that also include a save offer.

1 MR. TEPFER: Yes, Your Honor.

2 THE COURT: I'm not talking about a legal conclusion.
3 I think I already said that.

4 MR. TEPFER: Yes, Your Honor.

5 THE COURT: Again. I'm just saying, does the fact
6 that a cancellation method includes a save offer automatically
7 make it not simple? Are there ways to have save offers that
8 are simple? I'm talking on a factual basis here.

9 MR. TEPFER: Well, Your Honor, because this is a
10 totality of the circumstances test, I believe that's a
11 difficult answer for us to make. I don't -- you know, the FTC
12 has provided guidance on, you know, when it will seek to
13 enforce, but I, you know, I don't believe that the Court --
14 that the FTC has, you know, issued anything saying that
15 particular features are necessarily out of bounds, and I don't
16 think that's what ROSCA, you know, I don't believe that's
17 really how the statute is written, that --

18 THE COURT: Let me ask it this way. I'm not trying
19 to trick you here.

20 MR. TEPFER: Yes, Your Honor.

21 THE COURT: I'm not trying to get you to admit
22 something. I'm asking a question. Can a cancellation process
23 have a save offer and still be simple?

24 MR. TEPFER: Your Honor, I do believe it's
25 theoretically possible. Of course, you would have to look at

1 the save offer. But --

2 THE COURT: Okay. Okay. So is that a -- is that --
3 is there a save offer in the cancellation process at issue
4 here?

5 MR. TEPFER: Yes, Your Honor.

6 THE COURT: Okay. So this is -- there is a
7 cancellation method with a save offer at issue in this
8 lawsuit?

9 MR. TEPFER: Yes, Your Honor, although -- sorry. I
10 would just note that, as Defendants made clear in their -- I
11 believe that's in this -- in their position, that their save
12 offer is specifically not at issue. Or that, rather, their
13 cancellation flow is not what they're referring to with --
14 with these.

15 THE COURT: Okay. Didn't you give me an answer just
16 a few minutes ago, though? I mean, if we're looking -- in
17 theory, anything's possible, right?

18 MR. TEPFER: Yes, Your Honor.

19 THE COURT: Okay. And what you're telling me today
20 is that you have to look at the specifics of a particular
21 process.

22 MR. TEPFER: That's -- that's my understanding of how
23 the Court should approach whether something is simple.

24 THE COURT: Okay. So how can -- how -- why could
25 this not be construed as a theoretical question, or these

1 series of requests for admissions, that have some connection
2 to the facts in this case?

3 MR. TEPFER: Well, Your Honor, we agree that it is a
4 theoretical question. That's why we objected as it being an
5 improper hypothetical. But I believe Defendants have made
6 clear that this is not about, you know, the facts of this
7 case. And what, you know, essentially what they're asking for
8 is policy guidance, trying to get a more, you know,
9 prescriptive ROSCA standard than what Congress, you know,
10 intentionally wrote, I guess to require that we, you know,
11 state as a -- as a matter of law, save offers are not
12 necessarily an issue, or, you know, seven clicks is okay but
13 not eight. And that's simply not how the statute is written.

14 THE COURT: Okay. Can you not answer this to make
15 clear what you've just said?

16 MR. TEPFER: Your Honor, we -- we could certainly --
17 you know, I believe we would be able to add additional detail
18 about our need to, you know, review a particular save offer.
19 And, you know, I believe it's -- I don't have the response in
20 front of me, but I think we do --

21 THE COURT: Page 14. Joint submission.

22 MR. TEPFER: We do talk about, you know, the need,
23 that we don't look at particular -- or, our understanding of
24 the law is that you don't look at particular features in
25 isolation.

1 You know, I believe that we do provide some detail for the
2 basis of our, you know, denial. So I -- I believe, you know,
3 they're asking us to make admissions that go beyond the
4 statute and create a more prescriptive standard than what --
5 than what Congress wrote.

6 THE COURT: So, to admit or deny or say you can't
7 admit or deny --

8 MR. TEPFER: Oh, well, Your --

9 THE COURT: -- forces you to create a policy?

10 MR. TEPFER: No. No, Your Honor. I suppose I
11 misunderstood you. We could, you know, we could note that,
12 you know, talking generally -- I misunderstood. We could
13 certainly note that, as to Defendants' specific cancellation
14 mechanism, we deny, but we can't --

15 THE COURT: It did.

16 MR. TEPFER: Yeah. And -- but -- but also note that
17 we cannot admit or deny the more general statement on the
18 basis that it's a totality of the circumstances test and that,
19 you know, that this is inherently a visual, you know,
20 analysis. That's, you know, all information that we can add.
21 That's information that we provided to Defendants in, you
22 know, our 30(b)(6).

23 But, you know, on -- our position was that the response
24 was adequate, but -- but that's certainly, you know,
25 additional information.

1 THE COURT: Your response is limited to a specific
2 policy that is not the issue in this request for admission,
3 correct?

4 MR. TEPFER: I'm --

5 THE COURT: I'm sorry. Let me rephrase that. That's
6 -- okay. Your answer is limited to Match.com's online
7 cancellation mechanism, but the question is beyond that?

8 MR. TEPFER: Yes, Your Honor. On the basis that, you
9 know, we -- we were standing on our objections for the
10 vagueness and the -- the fact that they are improper
11 hypotheticals, and then attempted to admit or deny to the
12 extent possible, which was concerning the Match.com
13 cancellation mechanism.

14 THE COURT: I'm going to sustain your vagueness
15 objection because it's not limited to a specific -- you've
16 sufficiently identified that there are issues in terms of why
17 you can't specifically answer it as phrased. But in our
18 discussion, it seems like there are certainly portions that
19 you can admit or deny, and that's part of it. You're making a
20 whole bunch of objections, some denial. I honestly had
21 trouble with some of the answers in trying to figure out what
22 part was answered, what part was denied, and what part wasn't
23 and why.

24 So I am going to grant the motion as to this set of
25 requests for admission. I'm sustaining your vagueness

1 objection. But I'm still going to require you to answer
2 around that vagueness objection.

3 In other words, the Rules require you, if you make an
4 objection, you can answer the rest of it. You can explain
5 your answer in terms of why you can or can't -- why you can or
6 cannot admit. But this answer is truly confusing.

7 MR. TEPFER: Yes, Your Honor.

8 THE COURT: I understand what you're trying to say.
9 I'm overruling the relevance. I understand it goes beyond the
10 specific methods that are at issue in this lawsuit. But it is
11 about the methods that are at issue in this -- or, the type of
12 method.

13 We did have that discussion last week about whether
14 similar policies in other websites, so I see it as the same
15 kind of issue generally, but I think that there is -- these
16 can be answered in some manner. There's a limitation here
17 that's not in the question. I'm looking at whether you
18 answered the question.

19 So, I'm going to -- I'm going to grant the motion as to
20 these but sustain the vagueness.

21 MR. TEPFER: Um, --

22 THE COURT: And overrule the relevance.

23 MR. TEPFER: And Your Honor, would you be able to
24 clarify the limitation that you referenced, just so I
25 understand?

1 THE COURT: I agree that, as asked, the question is
2 vague. I don't see this as a hypothetical. So I'm not seeing
3 that there is a hypothetical presented here. It's more of a
4 rhetorical question, as we discussed: Is it theoretically
5 possible to have this type of save offer and still have -- and
6 a process to still be simple? You told me theoretically
7 that's possible. But you also told me that it is a fact-
8 specific determination.

9 MR. TEPFER: Yes, Your Honor.

10 THE COURT: You've basically answered the question
11 orally today that you didn't answer on paper.

12 MR. TEPFER: Well, Your Honor, I believe that we
13 answered the question, you know, that Defendants posed. I
14 felt like there was more clarification today than -- but --
15 but I certainly, yeah, I certainly understand.

16 THE COURT: Okay. All right. RFPs 5 through 6. All
17 right. And the objections here are relevance. That's at Page
18 23. And the deliberative process privilege. Is that correct?

19 MR. TEPFER: Yes, Your Honor.

20 THE COURT: All right. This one does look very much
21 like what we talked about last week, evaluations of another
22 subscription service's cancellation mechanisms. And so I am
23 sustaining the relevance objections.

24 MR. HUMMEL: May I be heard, Your Honor?

25 THE COURT: If you'll give me just a minute.

1 (Pause.) All right. Mr. Hummel?

2 MR. HUMMEL: So, let me clarify a couple things, Your
3 Honor. One is you've heard the FTC say this morning that
4 whether or not a cancellation flow is simple is a "totality of
5 the circumstances test." Right?

6 THE COURT: Uh-huh.

7 MR. HUMMEL: That's nowhere articulated in the case
8 law, in the statute, or in FTC guidance. So that's made up
9 this morning.

10 Number two, the only test regarding save offers, surveys,
11 et cetera, and this is going back a little bit to the other
12 one but I'll bring it together, the only test the FTC has ever
13 articulated is whether the save offer, survey, et cetera,
14 causes unreasonable delay in cancellation. Okay?

15 So what we're looking for, Your Honor, is what does the
16 FTC look at? What is the Court supposed to look at in
17 determining whether a cancellation flow is simple? Is it
18 difficulty in finding it? Is it how many clicks it takes? Is
19 it do consumers understand it when they see it? Is it is
20 there a save offer? Is there a password wall that they have
21 to look at? Et cetera. Here, --

22 THE COURT: Mr. Hummel, not to interrupt you, but
23 we're talking about two requests for production here.

24 MR. HUMMEL: I understand. I'm getting there. If --
25 if the FT --

1 THE COURT: Get there a little faster.

2 MR. HUMMEL: I'm sorry. I'm trying to be clear in my
3 arguments.

4 If the FTC has looked at cancellation flows and sued on
5 them -- and we're aware of two times they've done this -- what
6 do they look at? What are the documents?

7 And, Your Honor, a subset of this request would be let's
8 assume you grant their relevance objection on other websites.
9 What is their analysis of why this particular cancellation
10 flow at issue in Count Five of this case, what empirical
11 evidence do they have and what have they looked at that
12 determines whether this flow is simple or not?

13 And that -- and if it's privileged, log it. If it is work
14 product, log it. If it is deliberative process privilege, log
15 it. But we need to know what empirical evidence they have.
16 How long does it take people to complete? How many clicks, in
17 fact, do they contend we have? What are the documents that
18 prove their case as to this one? Put aside the other ones.
19 I'm not going to argue that for you. But -- I could, but I
20 have limited time. But you need to order what they looked at
21 to make an allegation under Rule 11 in this case that our flow
22 is not simple. And with all due respect, Your Honor, 'Rog Two
23 doesn't do it for us, so let's see what they in fact looked
24 at.

25 I'll submit.

1 THE COURT: All right. Thank you. You used the
2 words "this case" several times during that argument. Your
3 discovery request is not limited to the type of cancellation
4 method used in this case. It says cancellation methods,
5 period. It is the universe of cancellation methods. That's
6 overbroad, which makes at least part of the request
7 irrelevant.

8 MR. HUMMEL: I'd respectfully disagree, but if you're
9 going -- but you certainly have the power today to order them
10 to produce anything that relates to the Match.com cancellation
11 flow --

12 THE COURT: All right.

13 MR. HUMMEL: -- that's subsumed within these
14 requests.

15 THE COURT: Sure. And their answer says, The FTC has
16 conducted a reasonable search of documents possibly relevant
17 to cancellation methods on the Defendants' dating platforms
18 and has not identified any responsive documents.

19 MR. HUMMEL: Subject --

20 THE COURT: So their answer has limited it to the
21 cancellation methods in your -- in your platform, in the
22 Defendants' platforms.

23 MR. HUMMEL: Fair. Subject to privilege and subject
24 to other objections, which should be overruled. Or if they
25 have privileged material, let's log it and make a -- and

1 decide whether it's in fact privileged or not.

2 THE COURT: Okay.

3 MR. HUMMEL: This is in a vacuum.

4 THE COURT: It's not a vacuum. Page 24, the last
5 sentence right before Roman Paragraph III: Defendant is not
6 withholding any documents.

7 MR. HUMMEL: So then why make the privilege
8 objection? I don't understand. They've made a privilege -- a
9 very specific privilege objection, and if they're saying
10 they're not standing on privilege, then we're going to some
11 there's nothing, that they have no empirical evidence. And
12 that's fine. That helps me at trial.

13 THE COURT: It does not help me resolve the discovery
14 issues that I need to resolve. Again, part of the face-to-
15 face is what am I ruling on. Are we fighting over documents
16 that don't exist?

17 MR. TEPFER: Well, Your Honor, just to clarify, we
18 state that we have conducted, in that last sentence, a search
19 of relevant documents concerning Defendants' dating platforms.
20 So to the extent we're talking about, you know, Defendants'
21 dating platforms, we're not withholding on the basis of
22 privilege concerning Defendants' dating platforms.

23 THE COURT: I --

24 MR. TEPFER: The privilege objection concerns the,
25 you know, the other platforms, which are also irrelevant, but

1 also, we believe, you know, concern -- would, you know, be
2 within the deliberative process privilege.

3 THE COURT: All right. Have you provided -- I mean,
4 going back to -- well, let me ask it this way. I've got a lot
5 of objections here. What it looks like, according to your
6 answer, is that you have looked for documents relevant to the
7 cancellation methods on the Defendants' platforms and you
8 don't have any.

9 MR. TEPFER: Yes, Your Honor.

10 THE COURT: And your answer says you're not
11 withholding any documents at all.

12 MR. TEPFER: To the extent, you know, --

13 THE COURT: Your portion of the joint submission, in
14 other words.

15 MR. TEPFER: To the extent the, you know, the term
16 analysis refers to attorney discussions, you know, our -- like
17 the case teams analysis, that would be responsive. But that
18 is privileged. And we did provide a privilege log to
19 Defendants concerning, you know, our internal analysis. But
20 to the extent we're talking about studies that -- which is
21 what I -- my understanding of what this RFP is to get at,
22 those documents don't exist.

23 THE COURT: Okay. You just told me today something
24 that's not in your answer and that's inconsistent with what I
25 think you said on Page 24. Are you withholding any documents

1 relating to cancellation methods on the Defendants' dating
2 platforms on the basis of privilege? Because your answer or
3 your portion of the joint submission says you are not
4 withholding any documents.

5 MR. TEPFER: Your Honor, looking at --

6 THE COURT: Yes or no? Are you withholding any
7 documents relating to cancellation methods on the Defendants'
8 dating platforms?

9 MR. TEPFER: And just to be clear, --

10 THE COURT: Yes or no?

11 MR. TEPFER: I don't believe so, Your Honor. I --
12 the privilege log I reference, I don't -- I'm looking at this
13 closely, you know, at RFP 5 and 6, and I don't believe our
14 internal emails would be responsive.

15 I just wanted to clarify, you know, to the -- that we have
16 provided a privilege log, but I apologize for, you know,
17 muddying the waters. I don't believe those are necessarily
18 responsive to these RFPs, as it's not analysis conducted or
19 done for the FTC regarding it.

20 THE COURT: You're only required to answer the
21 question asked or to provide the categories of documents
22 requested. So, again, to be clear for the record, crystal
23 clear, --

24 MR. TEPFER: Yes, Your Honor.

25 THE COURT: -- is the Plaintiff withholding any

1 documents on the basis of privilege that are possibly relevant
2 to the cancellation methods on the Defendants' dating
3 platforms?

4 MR. TEPFER: No, Your Honor.

5 THE COURT: Okay. How is that not sufficient? I
6 agree that that language should have been in the answer,
7 because the Rules do require the parties to state whether or
8 not they are withholding documents on the basis of privilege.
9 But with regard to the cancellation policy -- cancellation
10 methods at issue in this lawsuit, you're telling me you're not
11 withholding any documents relating -- on the basis of
12 privilege or any other objection?

13 MR. TEPFER: Not -- not documents that are responsive
14 to these requests.

15 THE COURT: Okay. And that's the universe, is the
16 specific requests?

17 MR. TEPFER: Yes, Your Honor.

18 THE COURT: I'm going to deny the motion to compel,
19 but I'm going to require you to amend your answer to make
20 clear that you are not withholding.

21 MR. TEPFER: Yes, Your Honor.

22 THE COURT: All right. Issue No. 3. And I'm going
23 to kind of take these together. Why is it that the FTC was
24 able to provide an answer and now it can't provide an answer?

25 MR. TEPFER: Well, Your Honor, that -- that answer

1 that we provided was based off of the data that we had
2 received, I believe, in 2017. And since that time, you know,
3 five years of -- have elapsed. And we amended, you know,
4 after -- on the basis that that number is simply not accurate.
5 The requests -- Defendants request that we identify and
6 describe the harm that we contend occurred, and that's not the
7 harm that we are contending occurred anymore.

8 We -- our -- you know, and at this point, we're still, you
9 know, months later, awaiting the evidence that we need to be
10 able to make those precise calculations, the harm that we
11 contend occurred, and which, you know, may end up the --
12 negotiations are ongoing, but that may end up the subject of a
13 motion to compel. But until we get that data, all we can
14 really do is describe as best we can the methodologies that we
15 will likely use.

16 Of course, those methodologies will -- you know, are also
17 contingent upon what type of data Defendants produce. So
18 there's -- there's a limitation in terms of what we can answer
19 until we get that data.

20 But the reason we amended is to make it more accurate, not
21 to, you know, hide our calculations or anything like that.
22 That's simply just not what we contend the harm is anymore.
23 And so that -- that explains the revision.

24 THE COURT: Is it the answer based on the best
25 information that you have?

1 MR. TEPFER: Yes. That's -- you know, all we can do
2 is describe how -- the things that we intend to consider once
3 we get it, so that's the best we -- I believe we can do.

4 THE COURT: No, that's not what I'm asking.

5 MR. TEPFER: I'm sorry.

6 THE COURT: Rule 26(a), as part of your initial
7 disclosures, requires the Plaintiff to provide a calculation
8 of damages. I understand that, as the Plaintiff obtains
9 discovery, that calculation may change. But the Defendant is
10 still required -- is still entitled to a calculation. You
11 made a calculation, then you took it back and have no
12 calculation. This is part of what was required to be produced
13 initially.

14 So I understand that you want to have the best
15 calculation, but they're entitled to something, because it may
16 or may not change based on discovery that you have.

17 So I am granting the motion to compel as to the discovery
18 requests in Section 3. They're entitled to your calculation,
19 the best calculation that you can give them based on what you
20 have now. You have a duty to supplement as you get more
21 discovery, but they're entitled to a calculation. So I'm
22 granting the motion as to Section 3.

23 All right. Section 4. Or Issue 4. I see these requests
24 for admissions in the same light as the ones that we talked
25 about earlier. I understand your objection and limitation on

1 use of the words "are" and "were." But you've still got this
2 language in here, "subject to and without waiving the
3 foregoing objections."

4 I don't think that you have answered -- I don't think that
5 you have answered. There's not an admission, a denial, or a
6 statement of why you can't admit or deny. So I'm granting the
7 motion as to Category No. 4.

8 MR. TEPFER: Well, Your Honor, if I could just
9 clarify our position. I think that we do state that, you
10 know, what Defendants are asking here is completely different
11 than what they describe in their joint submission. They're
12 asking whether, you know, these mechanisms exist, is the way
13 they describe it. But what the answers are actually
14 requesting is whether users are able to.

15 And we simply -- you know, at the time, these were valid
16 responses because we didn't have data concerning how many
17 users actually cancel via these various mechanisms, which, you
18 know, and that's a valid issue, given that, you know, for many
19 of these mechanisms, consumers have no idea that they even
20 exist.

21 So, without getting the data concerning are you -- are
22 consumers actually canceling via this mechanism, there's no
23 way for us to know whether they're able to. You know, for
24 example, whether they can cancel via a fax number that's
25 buried in a terms of use document that doesn't even describe

1 that it's for cancellation. You know, without knowing whether
2 consumers are doing that, there's -- you know, we would
3 contend it seems likely that they can't cancel via that
4 mechanism, but we didn't have, you know, data going either
5 way. And so that's, you know, that's why we believe that was
6 a proper response, because this isn't, as Defendants contend,
7 about the existence of cancellation mechanisms. It's about
8 whether users understand and are actually doing that.

9 THE COURT: I understand. There are bits and pieces
10 in here. Your answer states that the Defendant has
11 represented that it offers these cancellation methods.

12 MR. TEPFER: And that's, you know, simply our efforts
13 to admit what we can, that they state that these exist. You
14 know, but given the ambiguity of the "are able to" language --
15 and that's, you know, not us being difficult; that's a central
16 issue in this case, is whether users actually have any idea of
17 this -- you know, because of that ambiguity in the language,
18 we are unable to admit.

19 If these were, you know, plainly worded RFAs asking, you
20 know, is there, you know, a fax number on the website, well,
21 that's, you know, that's a different question that may be more
22 easily responded to. But --

23 THE COURT: They are plainly worded. They are
24 plainly worded.

25 MR. TEPFER: Well, Your Honor, I believe the

1 Defendants telegraph exactly how they intend to misuse this in
2 their own joint submission, where they said -- they refer to
3 the existence, but really what they're asking is, are
4 consumers able to? And the answer, I believe, is -- is not.

5 Plus, add to many of these reference "at all relevant
6 times."

7 And, of course, you know, the fact that Defendants state
8 that, you know, there's a fax number now doesn't mean for the
9 entire, you know, seven or eight-year period it has existed.
10 We, you know, we don't have information to know either way on
11 that.

12 THE COURT: I'm granting the motion as to these
13 requests.

14 Yes, you have partially admitted. You've got a lot of
15 objections in here. Some of these, you're not arguing them
16 here, but some of them are clearly improper. Information is
17 in Match's possession, custody, or control. You've gone into
18 cutting of customer service hours. You've gone into -- you've
19 gone into a lot here.

20 I get it. They're trying to get you to admit that their
21 system works. You adequately describe in here why you can't
22 admit or deny. But if I look at the substance of your
23 answers, it's hard to tell that. So I think they're entitled
24 to better answers that clarify what you admit, what you deny,
25 and what you can't admit or deny and why.

1 MR. TEPFER: And so it's -- our response needs to be
2 more plainly worded as to what we are admitting or denying?
3 Is that the ruling?

4 THE COURT: The ruling is that these are awfully
5 confusing answers.

6 MR. TEPFER: Yes, Your Honor. I apologize.

7 THE COURT: Your point is well taken about the "are"
8 and "were," but you've got some admission in here and a whole
9 bunch of objections that make it very hard to determine what
10 specifically you're admitting and what you're denying and the
11 whys.

12 MR. TEPFER: Yes, Your Honor.

13 THE COURT: So I'm ordering new responses on these.

14 All right. Section 5. Or Issue No. 5. I've got
15 inconsistent answers within the same -- statements within the
16 same answer. For example, on Page 42, you can't independently
17 assess the truth or falsity, but you deny. Is it a denial or
18 is it a can't-admit-or-deny? Because it sounds like you've
19 got both in here.

20 MR. TEPFER: Well, Your Honor, I apologize for the
21 ambiguity of that. These are intended to be denials. The --
22 you know, I will note that these were difficult for us to
23 respond to because they concern, you know, evidence that was
24 at that time being withheld by MGI and was the basis of last
25 week's motion to compel. So that is --

1 THE COURT: Telling me why they've been bad, why you
2 think they've been bad, is not helping me --

3 MR. TEPFER: Yes, Your Honor.

4 THE COURT: -- get your answer to the question I've
5 asked.

6 MR. TEPFER: Yes, Your Honor. But just to be clear,
7 these, you know, we -- we denied that the practice has been
8 ceased, as we understand the word ceased to mean a permanent
9 discontinuation, as opposed to a suspension. And so, on that
10 -- based on that understanding, we believe -- we believe it's
11 appropriate to deny.

12 THE COURT: I'm not telling you whether to deny or
13 admit or neither. I'm saying I can't tell from reading your
14 answer to these interrogatories, I mean, to these requests for
15 admissions which one you did, because you used both phrases.
16 You say you can't independently assess the truth or falsity
17 and you deny. So I can't tell which one of those three
18 categories this is. You say it at the very end, but it's
19 subject to the objections above where you say you can't
20 independently assess. You spend a lot of time talking about
21 how you can't independently verify information, --

22 MR. TEPFER: Well, --

23 THE COURT: -- which makes it sound like you're not
24 admitting or denying. But then you're saying that you're
25 denying.

1 MR. TEPFER: Your Honor, we -- we simply, you know,
2 we -- I believe we clarified that we're denying. We are
3 simply, you know, as -- simply intending to note the issue
4 with assessing Defendants' representations because evidence
5 was being withheld.

6 But, you know, I believe we are very clear, you know, in
7 -- in our denial. It, you know, probably could have been more
8 artfully phrased in pointing out the issue. But I, you know,
9 I believe the response is unambiguous and that we were
10 denying.

11 THE COURT: It's not unambiguous, --

12 MR. TEPFER: Yes, Your Honor.

13 THE COURT: -- is what I'm saying. It's not a simple
14 denial. There is a whole lot of explaining why you can't
15 verify, which makes it sound like you're saying that you can't
16 admit or deny. You cap off with a denial, but all -- it's not
17 a simple denial. That's what I'm saying. It's not clear,
18 unambiguous, or simple at all. From the reader's perspective.

19 MR. TEPFER: Yes, Your Honor.

20 THE COURT: So I'm granting as to Section -- or,
21 Issue No. 5.

22 All right. 7 and 8, it looks like I'm not ruling on any
23 objections, I'm looking at whether the responses were
24 sufficient.

25 MR. TEPFER: On -- Your Honor, I believe on --

1 THE COURT: I'm sorry. Sections -- Disputes 6 and 7.
2 It's Interrogatory 1 and Interrogatory 7. The FTC's bases for
3 believing that violations were occurring or about to occur and
4 that MGI owns, operates, or controls Match.com.

5 MR. TEPFER: Your Honor -- (sotto voce) did we
6 already address this?

7 MR. AIJAZ: No.

8 MR. TEPFER: Your Honor, I believe we may have
9 skipped an issue. On, Your Honor, RFA 7 and 8, I apologize if
10 I misunderstood, but I wasn't sure if we got a ruling on -- on
11 Page 53.

12 THE COURT: I -- you did get a ruling.

13 MR. TEPFER: Okay. I apologize.

14 THE COURT: To the extent that I didn't make it
15 clear, I said Section 5, or Section 5, Issue No. 5. It has
16 two subsets. But --

17 MR. TEPFER: I understand now.

18 THE COURT: Yeah. And my order will make it clear.
19 I'm granting -- I am granting the motion as to Disputed Issues
20 3, 4, and 5, all of the requests that are encompassed within
21 those disputes.

22 All right. So, Number -- Issues No. 6 and 7. Am I ruling
23 on the sufficiency of the answer or am I determining specific
24 objections?

25 MR. TEPFER: Your Honor, I believe this is just on

1 the basis of the sufficiency of our response.

2 THE COURT: Okay.

3 MR. TEPFER: The only -- you know, I'm not sure that
4 this is a major issue. We simply note in our response that
5 the Defendants appear to confuse the legal standard, but that
6 is not -- our response is, I believe, sufficient regardless,
7 and we stand on that.

8 THE COURT: And my understanding of their argument is
9 that they're saying the exact same thing about you, your
10 answer.

11 Your citation to Judge Horan's observation that the
12 pleading standard is not the same as discovery obligations,
13 and we do spend time in here talking about the pleading
14 standard and what was found in the motion to dismiss, which is
15 merely a finding regarding the sufficiency of the allegations.

16 But if I look at this, Mr. Hummel, the answers do go well
17 beyond that. They're not resting on that. There are
18 identification of specific documents. There is an answer --
19 let's see. Let me pull up the other one. If I'm looking at
20 the answer to Interrogatory No. 1, you get past the objections
21 and the citation to the finding in the motion to dismiss, at
22 the top of Page 58 they contend there's no evidence that the
23 cancellation practices have changed. They're contending that
24 past conduct can indicate that there's a reasonable likelihood
25 of further violations. They're talking about the lack of

1 "sincere assurances against future violations." It's
2 contending that Match knew its problems were longstanding.
3 It's citing documents. It's citing why it believes this
4 illustrates "the egregiousness of Match's practices" at the
5 top of Page 59.

6 It looks like they've answered the question. Tell me why
7 this answer isn't sufficient.

8 MR. HUMMEL: The answer is sufficient, Your Honor,
9 for us to -- I think it meets the interrogatory response. I
10 will submit it's more argument than facts and evidence, which
11 is what this is looking for.

12 We understand their position. So here's what this
13 interrogatory is after, though. They can't make these
14 objections and then provide this answer. So the (a) the
15 objection should be overruled. Again, I come back to this
16 part: No part of this response should be interpreted or
17 construed as a limit on the materials or argument the FTC will
18 present at trial.

19 That doesn't fly. Under the Federal Rules or any
20 appropriate objection, that should be stricken.

21 Now, what this is after, though, Your Honor, is, again,
22 we're talking about the guarantee and the chargeback, not the
23 cancellation flow. And the answer with respect to the
24 cancellation flow, in part, that's not disputed we're still
25 doing that. The guarantee and the chargeback, by their own

1 complaint, ceased in mid-2019. All right? By -- and that is
2 Docket No. 116, Count Three, Paragraph 39; Count Four,
3 Paragraph 62. They have judicially admitted these have
4 ceased. All right?

5 So then our question is, what evidence do you have that
6 they're about to violate -- that Match is about to violate the
7 law? If they have a witness that has come forward and said,
8 ah, there's a secret plan, if they have a document that says,
9 oh, there's a plan, we're entitled to that. But they haven't
10 given it. And as long as Your Honor is saying this is a
11 sufficient answer, fine. But they now can't come to trial and
12 say there's a witness, there's a document that we knew about,
13 there is some secret plan that we know about. We've asked
14 them. And they -- this is -- if they stand on this, it's
15 legal argument, we'll deal with it down the road.

16 THE COURT: I think Rule 37 is pretty clear. You
17 don't get a surprise at trial.

18 MR. HUMMEL: Right.

19 THE COURT: If you didn't turn it over in discovery,
20 you don't get to use it. I --

21 MR. HUMMEL: That's it.

22 THE COURT: It sounds like the issue is more with the
23 correctness of their answer or the -- you disagree with the
24 answer. But they've answered it. Whether it's a good answer
25 or bad answer, that's not the issue here, is did they answer

1 it? And if this is their -- and it looks like a fairly
2 extensive answer.

3 MR. HUMMEL: Oh, it's -- if that's their answer,
4 we've got it.

5 THE COURT: Okay.

6 MR. HUMMEL: Rule 37 is very clear and there will be
7 -- they should anticipate on the record a motion *in limine* on
8 anything else.

9 THE COURT: Okay. Of course, they do have the
10 obligation, ongoing obligation to supplement --

11 MR. HUMMEL: Correct.

12 THE COURT: -- based on discovery as it develops.

13 But --

14 MR. HUMMEL: Exactly.

15 THE COURT: -- it looks like you got an answer. So,
16 --

17 MR. HUMMEL: Right. And for summary judgment
18 purposes, too. Of course. That's the issue.

19 THE COURT: This is -- this is the answer. They're
20 saying it's sufficient. I'm looking at, did they answer the
21 question? They answered the question.

22 MR. HUMMEL: Thank you, Your Honor.

23 THE COURT: So I'm denying the motion to compel. I
24 am overruling the objections, since there's no -- since you're
25 standing on the sufficiency of the answer, you've answered

1 subject to those objections, but --

2 MR. TEPFER: Well, --

3 THE COURT: -- there's no argument here on any
4 objections, so I'm overruling them, like I did with the first
5 one.

6 MR. TEPFER: The only thing I'd like to note is that
7 the Defendant argues today about the objections, but that's
8 not -- it was not an issue raised in their section.

9 And I just want to note, you know, I certainly understand
10 about, you know, we can't -- we're not able to surprise
11 Defendants. But, you know, some of -- we cited the evidence
12 that we have to the absolute best of our ability. Some of
13 this evidence is still in Defendants' possession and going to
14 be turned over, and we have a, you know, duty to supplement.
15 But that's, you know, that may be forthcoming once we receive
16 that production.

17 THE COURT: Okay. But remember the discussion we had
18 at the beginning about who's got the burden on objections. If
19 you're not telling me I need to rule on these objections and
20 sustain your objections, and it looks like you went ahead and
21 answered despite any objections, --

22 MR. TEPFER: Yes, Your Honor.

23 THE COURT: -- so I'm over -- there's nothing here
24 for me to make any finding on any objection in the FTC's
25 favor. So I'm overruling the objections. You've answered.

1 We're looking at the sufficiency of the answer.

2 MR. TEPFER: Yes, Your Honor.

3 THE COURT: All right. All right. So, I've granted
4 in part and denied in part. My order will be specific as to
5 the specific requests.

6 But with regard to Issue 1, interrogatory has two parts.
7 I've denied as to the first part, on the flaws. I've granted
8 as to the second part, on the fixes.

9 On Requests for Admissions 40 through 43, I've granted.

10 Disputed Issue 2, Requests for Admissions 33 through 38,
11 I've granted.

12 Requests for Production 5 through 6, I've denied.

13 Disputed Issues 3, 4, and 5, I've granted.

14 And then Disputed Issues 6 and 7, I have denied.

15 Did I miss anything?

16 MR. TEPFER: I don't believe so, Your Honor.

17 THE COURT: Mr. Hummel?

18 MR. HUMMEL: I'm sorry.

19 THE COURT: Did I miss any issues?

20 MR. HUMMEL: No, Your Honor. Just on the last one, I
21 take it your ruling on the last section applied to both
22 interrogatory responses.

23 THE COURT: I'm sorry.

24 MR. HUMMEL: Overruling objections and -- and
25 standing on the answer.

1 THE COURT: That's -- I am -- I overrule the
2 objections but I'm denying the motion to compel.

3 MR. HUMMEL: Understood.

4 THE COURT: All right.

5 MR. HUMMEL: Thank you, Your Honor.

6 THE COURT: So, for future discovery requests, I need
7 to know specifically what objections I'm ruling on and the
8 parties' objections. The whole joint submission process is
9 not to give you homework or make you go away. It is for you
10 to at least agree on what the issue is that I need to resolve,
11 what objections I'm ruling on, what your specific arguments
12 are, so that we can get through this more quickly. That's
13 all.

14 MR. HUMMEL: Understood, Your Honor.

15 THE COURT: It's just an organization of the issues
16 so we can cover them faster and I can understand what they
17 are. And sometimes during the process parties understand how
18 really there's not a dispute if there aren't documents that
19 are being withheld, so that's not an issue that we have to
20 cover. That's all.

21 MR. TEPFER: Thank you, Your Honor.

22 MR. HUMMEL: Understood.

23 THE COURT: All right.

24 MR. HUMMEL: Thank you.

25 THE COURT: Good luck to both sides. We are

1 adjourned.

2 MR. HUMMEL: Thank you, your honor.

3 MS. ZAMBRANO: Thank you, Your Honor.

4 THE CLERK: All rise.

5 (Proceedings concluded at 11:09 a.m.)

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CERTIFICATE

21 I certify that the foregoing is a correct transcript from
22 the electronic sound recording of the proceedings in the
above-entitled matter.

23 /s/ Kathy Rehling

11/16/2022

24

Kathy Rehling, CETD-444
Certified Electronic Court Transcriber

Date

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PROCEEDINGS

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WITNESSES

-none-

EXHIBITS

-none-

RULINGS

Match Group, Inc.'s Motion to Compel Discovery Responses
and Production of Documents from Federal Trade Commission
(#133) - 12/28/30/39/52/54/61/63/64/66/69/70/74/76

END OF PROCEEDINGS

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EXHIBIT 78

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "MATCH.COM, L.L.C.",
CHANGING ITS NAME FROM "MATCH.COM, L.L.C." TO "MATCH GROUP,
LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF SEPTEMBER,
A.D. 2017, AT 11:53 O`CLOCK A.M.*



4377867 8100
SR# 20176118196

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203209991
Date: 09-12-17

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:53 AM 09/12/2017
FILED 11:53 AM 09/12/2017
SR 20176118196 - File Number 4377867

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Match.com, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is Match Group, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 12th day of September, A.D. 2017.

By: 

Authorized Person(s)

Name: Jared Sinc

Print or Type

EXHIBIT 79

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,
Plaintiff,

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

SUPPLEMENTAL DECLARATION OF DUSHYANT SARAPH

I, Dushyant Saraph, declare as follows:

1. I serve as the General Manager of Match, for Match Group, LLC, formerly named Match.com, LLC (“MGL”).

2. I am over the age of 18 and competent to make this Declaration. The statements contained in this Declaration are based on my personal knowledge, as well as on the information made available to me in my official capacity as General Manager, including business records with respect to Match.com. If called and sworn as a witness, I would and could testify competently to the matters set forth herein.

The Match.com Practices at Issue in the Amended Complaint

3. I understand that the FTC challenges three Match.com practices in the First Amended Complaint for Permanent Injunction, Monetary Relief, Civil Penalties, and Other Relief against Match Group, Inc. and MGL, Dkt. 116 (the “Amended Complaint”): a discontinued Match.com guarantee (the “Guarantee”), a discontinued Match.com chargeback policy (the “Chargeback Policy”), and the Match.com online cancellation flow.

MGL Ownership, Operation, and Control of Match.com

4. MGL owns, operates, and controls Match.com.

5. MGL is the sole entity that created, implemented, disclosed the terms of, and ultimately permanently discontinued the Guarantee.

6. MGL is the sole entity that designed, implemented, and ultimately permanently discontinued the Chargeback Policy.

7. MGL is the sole entity that designed, maintained, and currently maintains the online cancelation flow.

Match.com Terms of Use

8. **Exhibit 1** is a true and correct copy of the current Match.com Terms of Use dated February 28, 2022, which is Bates-stamped MATCHFTC774622.

9. **Exhibit 2** is a true and correct copy of previous Match.com Terms of Use dated February 8, 2021, which is Bates-stamped MATCHFTC774652.

10. **Exhibit 3** is a true and correct copy of previous Match.com Terms of Use dated November 12, 2019, which is Bates-stamped MATCHFTC774600.

11. **Exhibit 4** is a true and correct copy of previous Match.com Terms of Use dated April 18, 2019, which is Bates-stamped MATCHFTC774640.

12. **Exhibit 5** is a true and correct copy of previous Match.com Terms of Use dated December 18, 2017, which is Bates-stamped MATCHFTC774614

13. **Exhibits 1–5** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

Match.com Trademarks

14. I understand that records of Match.com trademarks are available via the United States Patent and Trademark Office’s Trademark Electronic Search System (“TESS”), and such records can be downloaded via the following website: <https://tmsearch.uspto.gov/>. On or about October 5, 2022, records of Match.com’s trademarks were downloaded from the TESS, as reflected in **Exhibits 6–9**.

15. **Exhibit 6** is a true and correct copy of a record of a Match.com trademark, which is Bates-stamped MATCHFTC774674.

16. **Exhibit 7** is a true and correct copy of a record of a Match.com trademark, which is Bates-stamped MATCHFTC774676.

17. **Exhibit 8** is a true and correct copy of a record of a Match.com trademark, which is Bates-stamped MATCHFTC774678.

18. **Exhibit 9** is a true and correct copy of a record of a Match.com trademark, which is Bates-stamped MATCHFTC774680.

Match.com Domain

19. I understand that records of registration data for domain names are available via ICANN, and those records can be downloaded via the following website: <https://lookup.icann.org/en>. On or about October 12, 2022, registration data for the “match.com” domain was downloaded from ICANN, as reflected in **Exhibit 10**.

20. **Exhibit 10** is a true and correct copy of registration data for the “match.com” domain, which is Bates-stamped MATCHFTC774697.

Match.com App on Apple and Google Play Stores

21. I understand that app records are available via the Apple and Google Play app store websites, which are available at <https://apps.apple.com/us/app/> and <https://play.google.com/store/apps>, along with the phone apps themselves. On or about October 13, 2022, and October 24, 2022, records of the Match.com app on the Apple and Google Play stores were downloaded from the desktop websites and phone apps, as reflected in **Exhibits 11–14**.

22. **Exhibit 11** is a true and correct copy of a record of the Match.com app on the Apple store, which is Bates-stamped MATCHFTC774727.

23. **Exhibit 12** is a true and correct copy of a record the Match.com app on the Apple store, which is Bates-stamped MATCHFTC774728.

24. **Exhibit 13** is a true and correct copy of a record of the Match.com app on the Google Play store, which is Bates-stamped MATCHFTC774729.

25. **Exhibit 14** is a true and correct copy of a record of the Match.com app on the Google Play store, which is Bates-stamped MATCHFTC777082.

MGL Written Consent Documents

26. **Exhibit 15** is a true and correct copy of the Written Consent of the Sole Member of Match.com, L.L.C., dated January 1, 2016, which is Bates-stamped MATCHFTC777046.

27. **Exhibit 16** is a true and correct copy of the Written Consent of the Sole Member of Match.com, L.L.C., dated November 1, 2016, which is Bates-stamped MATCHFTC777049.

28. **Exhibit 17** is a true and correct copy of the Written Consent of Sole Managing Member of Match Group, LLC, dated February 4, 2022, which is Bates-stamped MATCHFTC777055.

29. **Exhibits 15–17** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

The Guarantee

How the Guarantee Was Offered

30. When consumers viewed subscription plans offered on Match.com, they were presented with a graphic that offered subscription plans of varying lengths.

31. Next to the six-month subscription option, an icon stated “Match* Guarantee.”

32. Hovering over the icon opened a text balloon that stated, “If you haven’t found someone special within 6 months, we’ll give you an extra 6 months FREE” and was followed by a hyperlink labeled, “Learn more.”

a. **Exhibit 18** is a true and correct copy of the icon with the “Learn more” link, which is Bates-stamped MATCHFTC774523.

b. **Exhibit 18** is a business record. It was made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. It was kept in the course of a regularly conducted activity of Match.com, and making the record was a regular practice of that activity.

33. The price of a six-month subscription did not change based on whether a customer purchased the subscription with or without the Guarantee.

The Guarantee Program Rules

34. Clicking on the “Learn more” hyperlink took consumers to a webpage where the complete terms of the Guarantee were presented (the “Program Rules”).

35. **Exhibit 19** is a true and correct copy of the Program Rules. It is comprised of documents Bates-stamped MATCHFTC774536, MATCHFTC774568, and MATCHFTC774563.

36. **Exhibit 19** is a business record. It was made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. It was kept in the course of a regularly conducted activity of Match.com, and making the record was a regular practice of that activity.

The Guarantee Progress Page

37. As identified in the Program Rules, to assist consumers in tracking their progress toward the Guarantee, Match.com designed a webpage specifically dedicated to displaying consumers’ status toward meeting the Guarantee requirements: the “Progress Page.”

38. Subscribers could track their Guarantee progress during their six-month Guarantee-eligible subscription by visiting the Progress Page.

39. **Exhibit 20** is a true and correct copy of the Progress Page. It is comprised of documents Bates-stamped MATCHFTC774538 and MATCHFTC774527.

40. **Exhibit 20** is a business record. It was made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. It was kept in the course of a regularly conducted activity of Match.com, and making the record was a regular practice of that activity.

The Guarantee Banner

41. In addition, all of Match.com's webpages displayed a "Guarantee" hyperlink along a bottom banner.

42. If subscribers who were participating in the Guarantee program clicked that link, they were taken to their Progress Page.

43. Consumers who were not participating in the Guarantee program were taken to the Program Rules.

How the Guarantee Could Be Redeemed

44. The Guarantee was redeemable directly on the Match.com platform through the Progress Page.

45. During the last seven days of the Guarantee-eligible subscription, when subscribers visited the Progress Page, they were prompted to indicate whether or not they had met someone.

46. If they had taken all of the Guarantee-required actions and indicated that they had not met someone during the Guarantee-eligible subscription period, Match.com would automatically provide the subscriber with complimentary access to Match.com for the following six-month period subscription, i.e., a Guarantee Extension.

47. Subscribers could also contact Match.com Customer Care to redeem the Guarantee.

48. Subscribers could contact Customer Care even after the seven-day period to get the Guarantee Extension.

49. Match.com sometimes made exceptions to the requirements in the Program Rules.

50. The seven-day period to redeem the Guarantee, like all other terms, was disclosed in the Program Rules.

Permanent Discontinuation of the Guarantee

51. Match.com permanently discontinued the Guarantee in April 2019.

52. Before the Guarantee was removed in April 2019, testing on or about February 28, 2019, to Match 18, 2019, revealed that there was no revenue implication associated with the Guarantee. There were emails documenting that such testing took place and the conclusion that was reached from such testing, as reflected in **Exhibits 21–22**.

- a. **Exhibit 21** is a true and correct copy of an email, which is Bates-stamped MATCHFTC834015. It is an email thread with subject line, “RE: LTV Impact Match Guarantee Removal.” The top thread is dated March 7, 2019, and is from Dinh Thi Bui (DinhThi.Bui@match.com) to Dan Badrian (Dan.Badrian@match.com), Ramanand Reddi (Ramanand.Reddi@match.com), Chad Peoples (Chad.Peoples@match.com), and me (Dushyant.Saraph@match.com), copying Eric Kone (eric.kone@match.com) and Jayant Dasari (Jayant.Dasari@match.com).
- b. **Exhibit 22** is a true and correct copy of an email, which is Bates-stamped MATCHFTC834288. It is an email thread with subject line, “RE: 6M Guarantee Forecast.” The top thread is dated March 18, 2019, and is from Dan Badrian (Dan.Badrian@match.com) to Eric Kone (eric.kone@match.com), copying Dinh Thi Bui (DinhThi.Bui@match.com), Jayant Dasari (Jayant.Dasari@match.com), Ramanand Reddi (Ramanand.Reddi@match.com), Bret Williams (bret.williams@match.com), and me (Dushyant.Saraph@match.com).
- c. **Exhibits 21–22** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

53. There are documents confirming that MGL stopped offering the Guarantee, as reflected in **Exhibits 23–25**.

- a. **Exhibit 23** is a true and correct copy of an email, which is Bates-stamped MATCHFTC774521. It is an email thread with subject line, “Match Update: 6 Month Guarantee No Longer Available,” and dated April 15, 2019. It is from Anastasia Burman (anastasia.burman@match.com) to Terrance Thomas (Terrance.Thomas@match.com), DL_Match_Support (DL_Match_Support@telusinternational.com), MatchDomesticSynergiesServices (match.domestic@synergiesservices.com), matchops@ballenamedia.com, Community Operations Support (commops-support@match.com), Community Operations Training (commops-training@match.com), Community Operations Quality (commops-qa@match.com), Community Operations Management (commops-mgmt@match.com), Community Operations Escalations (commops-escalations@match.com), Community Operations Pilot (commops-pilot@match.com), copying Laurie Braddock (Laurie.Braddock@match.com) and Sarah Meade (Sarah.Meade@match.com).
- b. **Exhibit 24** is a true and correct copy of a FAQ page, which is Bates-stamped MATCHFTC774522. The file name is, “Guarantee removed 4-11-19 FAQ.jpg,” and the metadata is dated October 23, 2019.

- c. **Exhibit 25** is a true and correct copy of a document, which is Bates-stamped MATCHFTC774593. It is a training document titled, “Credit, Refund and 6MG Guidelines,” and dated September 10, 2019. The file name is, “Credit Refund and 6MG Guidelines 9.12.19 TIG AND.docx,” and the author is Kristin Higgins.
- d. **Exhibits 23–25** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

54. Even if Match.com wanted to reinstate the Guarantee, which it does not, there would be substantial cost to do so. It would also not be easy to reinstate the Guarantee.

The Chargeback Policy

Explanation of the Permanently Discontinued Chargeback Policy

55. The Chargeback Policy (which was discontinued in March 2019) was as follows.

56. If a user initiated a chargeback of Match.com’s subscription charges, the user’s subscription was suspended.

57. The rationale for the policy was that the user had indicated that he or she was disputing the charge for Match.com’s services, and no longer wished to appear on the site.

58. If the user prevailed on the chargeback (i.e., the user proved to the satisfaction of the financial institution that the charge was not authorized), the charge was reversed, and no further action was required by the user or taken by Match.com—meaning the user’s subscription remained suspended, and the user remained not visible on the Match.com site.

59. If the dispute was resolved in Match.com’s favor (i.e., the financial institution concluded that the user had in fact authorized the charge, although the user claimed that he or she did not), a user’s subscription would not be automatically reactivated unless the user requested reactivation.

60. The rationale for the policy was that the user had—by disputing the charge—indicated to Match.com that the user no longer wanted to be on the Match.com service and/or had never even signed up for the Match.com account.

Disclosure and Consumer Agreement of the Chargeback Policy

61. The Chargeback Policy was disclosed in the Match.com Terms of Use. *See Exhibit 5* (Match.com’s then-applicable Terms of Use).

62. When purchasing a subscription, each customer explicitly agreed to be bound by the Terms of Use.

63. The Terms of Use could be referenced after purchase by clicking on the “Terms of Use” link at the bottom banner of Match.com webpages.

How the Chargeback Policy Protected the Match.com Ecosystem

64. The Chargeback Policy helped protect the Match.com ecosystem.

65. Subscribers who initiated a billing dispute were clearly indicating that they no longer wished to appear on Match.com—and many claimed that they never even signed up for a Match.com account.

66. In some cases (e.g., if the consumer is in a serious relationship), maintaining their profiles on Match.com could cause significant embarrassment or harm.

67. In addition, Match.com aims to provide users with a vibrant and engaged online dating community, which means not displaying subscribers who indicated that they did not want to be on the Match.com website (unless the user indicated interest in rejoining the site, at which point Match.com would restore the user’s account).

How the Chargeback Policy Addressed Consumer Abuse of Match.com

68. The Chargeback Policy addressed consumer abuse of Match.com.

69. Match.com is regularly faced with situations when a subscriber pays for a subscription, uses it extensively, and then submits a chargeback to their financial institution (such as a credit card company) to attempt to get the Match.com subscription for free.

70. Match.com has to incur costs to defend against chargebacks, and such costs ultimately must be passed onto subscribers.

71. The Chargeback Policy prevented consumers from re-joining the platform if the user’s financial institution concluded that the user had authorized the charge, although the user claimed, by initiating the chargeback, that he or she did not (unless the user indicated interest in rejoining the site, at which point Match.com would restore the user’s account).

72. This rationale was discussed via email, as reflected in **Exhibit 26**.

73. **Exhibit 26** is a true and correct copy of an email, which is Bates-stamped MATCHFTC471514. It is an email thread with subject line, “RE: Chargeback dispute question.” The top email is dated April 26, 2013, and is from Michele Watson (michele.watson@match.com) to Pradeep Shetty (Pradeep.Shetty@match.com), copying Phil Eigenmann (Phil.Eigenmann@match.com) and Curt Anderson (Curt.Anderson@match.com).

74. **Exhibit 26** is a business record. It was made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. It was kept in the course of a regularly conducted activity of Match.com, and making the record was a regular practice of that activity.

How the Mechanisms at Match.com Have Changed

75. When the Chargeback Policy was instituted, Match.com did not have the mechanisms it has today.

76. For example, Match.com had to manually log in to a payment processing portal to see the outcome of a chargeback dispute (i.e., whether Match.com won or lost), whereas that process is now automated.

77. It was burdensome to repeatedly check the portal for users who had initiated a chargeback.

78. Match.com also did not have the mechanisms it has now to trigger emails notifying users that their accounts have been reactivated (and, in any event, the user's financial institution presumably notified the user of the outcome of the dispute).

Permanent Discontinuation of the Chargeback Policy

79. Match.com permanently discontinued the Chargeback Policy in March 2019.

80. There are documents confirming that MGL stopped using the Chargeback Policy. For example, Match.com now sends emails notifying users that their accounts have been reinstated, as reflected in **Exhibit 27**.

81. **Exhibit 27** is a true and correct copy of an email, which is Bates-stamped MATCHFTC774668. It is an email with subject line, "QA - Information about your Match account." The email is dated October 7, 2021 and is from Match (Match mailer@QA.connect.match.com) to cpqteam@gmail.com.

82. **Exhibit 27** is a business record. It was made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. It was kept in the course of a regularly conducted activity of Match.com, and making the record was a regular practice of that activity.

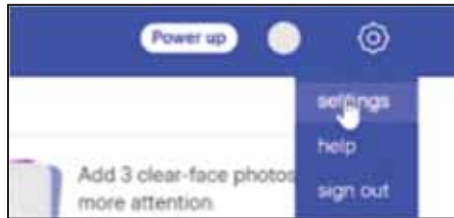
83. Even if Match.com wanted to reinstate the Chargeback Policy, which it does not, there would be substantial cost to do so. It would also not be easy to reinstate the Chargeback Policy.

Cancellation

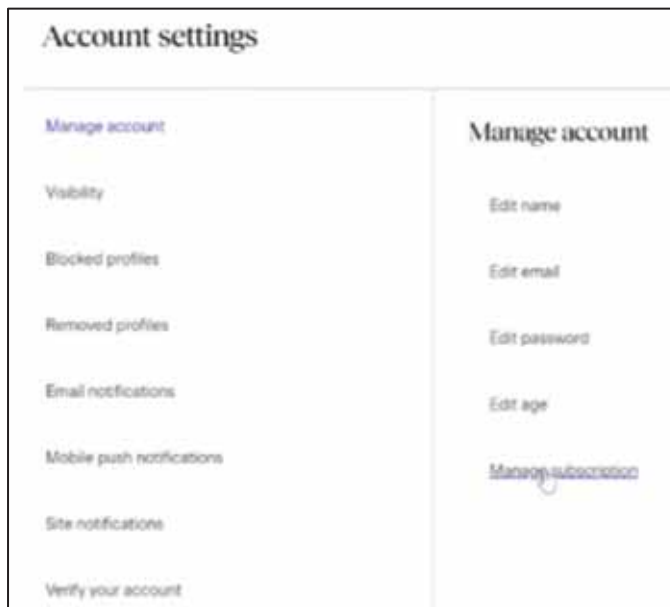
Match.com's Online Cancellation Flow

84. One way to get to the online cancellation flow is as follows:

- a. Select Settings from Gear Icon



- b. Select "Manage subscription"



- c. Enter Password and Complete reCaptcha

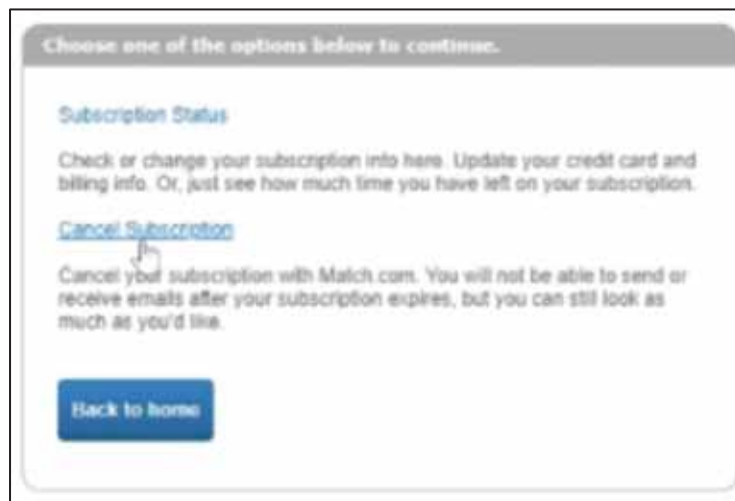


- d. **Exhibits 28–30** are true and correct copies of these pages, which are Bates-stamped MATCHFTC774813, MATCHFTC774738, and MATCHFTC774742.

- e. **Exhibits 28–30** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

85. Canceling a Match.com subscription via the online cancellation flow takes, at most, three or four steps, depending on whether a consumer is presented with a save offer (i.e., an offer to renew at a lower price rather than cancel).

- a. Step 1: Select “Cancel Subscription”



The screenshot shows a web interface titled "Choose one of the options below to continue." Below this title, there are two main options. The first option is "Subscription Status" with a subtext: "Check or change your subscription info here. Update your credit card and billing info. Or, just see how much time you have left on your subscription." The second option is "Cancel Subscription" with a subtext: "Cancel your subscription with Match.com. You will not be able to send or receive emails after your subscription expires, but you can still look as much as you'd like." A mouse cursor is pointing at the "Cancel Subscription" link. At the bottom of the interface is a blue button labeled "Back to home".

- b. Step 2: Answer or Skip Optional Survey



The screenshot shows a survey titled "Before you go, help us make Match.com better." Below the title, it states: "If you cancel, your last day of subscription will be 10/5/2022 and you will not be billed for any additional time." The survey asks: "What is the primary reason that you are looking to cancel your subscription with Match.com?" There are seven radio button options: "I had too much going on and did not have time to date", "I didn't click with the matches I met in person", "Not many people of interest initiated contact with me", "I didn't receive enough replies to emails I sent out", "I can't afford a subscription right now", "Very few profiles piqued my interest", and "I met someone". The "Other" option is selected. At the bottom, there are two blue buttons: "Back to home" and "Continue Cancellation".


c. Step 3 (Offered Only to Some Users): Accept or Skip Save Offer

James, sometimes finding love takes time. We truly believe you can find someone special on Match.com. After all, more relationships begin at Match.com than at any other site.

Give us another shot and we'll give you

50% off your next renewal

You have nothing to lose. You won't be charged the discounted price (\$51.14, including tax) until your next renewal date. At the end of your discounted 6 months, your subscription will automatically renew for the same package length at the **non-discounted price (\$102.27, including tax)** until you cancel, at any time, via your Account Settings page. By pressing the button below, you authorize us to charge your card upon each renewal. [Learn More](#)



Angela & Layton

These members gave it another chance. Now, they're a Match.com success couple!

Any add-ons that are a part of your subscription will renew at full price.

[GET 50% OFF 6 MONTHS](#) [CONTINUE CANCELLATION](#)

Not sure? Think about it and decide any time before the renewal date. [Search Now >](#)

d. Step 4: Answer or Skip Optional Net Promoter Score

Tell us more.

One last step. How likely would it be for you to recommend Match.com to a friend?

◀ Not Likely Very Likely ▶

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
0	1	2	3	4	5	6	7	8	9	10

If you cancel now, you will lose these benefits once your subscription ends:

- You won't know who's viewed your profile
- No more sending and responding to emails
- You risk losing your current monthly rate

[Back to home](#) [Continue Cancellation](#)

e. Cancellation Confirmation

Your subscription has been cancelled.

Your confirmation number is James20229303210496.

You do not have to do anything further to complete your subscription cancellation.

The last day of your subscription will be 10/5/2022. Use your last 6 days to contact any new members on Match.com. You never know when you're going to find the one!

You will receive an email confirming your cancellation and containing pertinent information soon.

[Reactivate my subscription](#) [Hide profile / deactivate my account](#)

- f. **Exhibits 31–35** are true and correct copies of these pages, which are Bates-stamped MATCHFTC774736, MATCHFTC774745, MATCHFTC774790, MATCHFTC774739, and MATCHFTC774734.
- g. **Exhibits 31–35** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

Importance for Match.com, as a Dating Site, to Know Why Subscribers Are Looking to Cancel

86. In the online cancelation flow, consumers are asked why they are looking to cancel and how likely they would be to recommend Match.com to a friend (known as a net promoter score).

87. It is important for Match.com’s business to know why subscribers are looking to cancel and if they had a positive or negative experience on the site.

88. Match.com regularly uses the information received in these cancelation surveys to better understand consumer behavior and improve the site (e.g., if the user reports a bug on the site or a bad experience with another user). Examples are reflected in **Exhibits 36–37**.

- a. **Exhibit 36** is a true and correct copy of an email, which is Bates-stamped MATCHFTC753946. It is an email thread with subject line, “RE: Slowing Down the Dating Experience.” The top email is dated September 8, 2021, and is from Jim Talbott (jim.talbott@match.com), to Jayant Dasari (jayant.dasari@match.com), Chad Peoples (Chad.Peoples@match.com), and me (Dushyant.Saraph@match.com), copying Varun Jayasimha Banagere (varun.jayasimha@match.com), Maria Flavia Bosseljon (maria.costa@match.com), and Brett Beattie (Brett.Beattie@match.com).
- b. **Exhibit 37** is a true and correct copy of a spreadsheet, which is Bates-stamped MATCHFTC777145. It was created on December 2, 2021. The author was Jim Talbott, and it has the file name, “2021-12-02.ResignationSurveySummaryLast180Days.xlsx.”

89. It is also important for Match.com to know if the consumer is looking to cancel because Match.com succeeded at helping the user find a permanent match.

Importance of Save Offers

90. Some consumers are also given one save offer, in which they are given an opportunity to renew at a discounted price, instead of canceling.

91. The save offer benefits consumers by saving them money on a Match.com subscription.

Match.com FAQs Offered

92. Match.com offers FAQs to provide consumers with the answers they need. Match.com offers its consumers FAQs to illustrate how to cancel via the online cancelation flow.

93. **Exhibit 38** is a true and correct copy of the most recent “Canceling” FAQ that Match.com offers, which is Bates-stamped MATCHFTC846849. It is also currently available at <https://help.match.com/hc/en-us/articles/6077124196891-Canceling>. The FAQ includes a direct link to the online cancelation flow, in addition to a step-by-step “How to Cancel Auto Renewal” video on how to cancel a subscription through the online cancelation flow. I understand that this has been available since approximately April 2023. **Exhibit 39** is a true and correct copy of the step-by-step video, which is Bates-stamped MATCHFTC846853.

94. **Exhibit 40** is a true and correct copy of the previous “Cancelling” FAQ that Match.com offered, which is Bates-stamped MATCHFTC846848. This FAQ also included a direct link to the online cancelation flow. I understand that this was available from approximately June 2022 to April 2013.

- a. The produced version of this FAQ is difficult to read. The following language appears at the end of the “Cancelling” FAQ:

Need Help? Log into your account to chat or text with us between 8 am and 6 pm Central Time. Monday through Friday.

If you still have questions or need additional assistance, you can speak to one of our agents by calling 800-926-2824. Agents are available between 8 am and 6 pm Central Time Monday through Friday.

Was this article helpful?

95. Prior to that, I understand that numerous other cancelation-related FAQs were offered at various times since at least 2014. **Exhibits 41–44** are true and correct copies of these other FAQs, which are Bates-stamped MATCHFTC672286, MATCHFTC672339, MATCHFTC672338, and MATCHFTC672336.

96. **Exhibits 38–44** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

97. If Match.com were trying to make it difficult for subscribers to cancel, it would not offer these resources.

98. Match.com relies heavily on repeat-customers, so Match.com has no incentive to provide them with a negative cancellation experience.

99. Some consumers who do not cancel their Match.com subscription are still not charged for the subscription due to canceling their credit card.

Videos of the Online Cancellation Flow

100. **Exhibits 45–47** are true and correct copies of videos of the online cancellation flow, which are Bates-stamped MATCHFTC774670, MATCHFTC774651, and MATCHFTC774667.

101. **Exhibits 45–47** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

Clickthrough Data

102. **Exhibit 48** is a true and correct copy of a spreadsheet with clickthrough data, which is Bates-stamped MATCHFTC846468. The spreadsheet fairly and accurately summarizes the voluminous data that Match.com keeps in the ordinary course of its business.

- a. This data shows that 95% of Match.com subscribers that enter the online cancellation flow successfully cancel or take a save offer (i.e., decide to renew rather than cancel) before being charged a renewal.
- b. This number is calculated by dividing the sum of Columns E (reflecting the number of subscribers who canceled through the online cancellation flow before their next renewal) and G (reflecting the number of subscribers who accepted a save offer), by the sum of Column C (reflecting the number of subscribers entering the flow). The result is .9546, or 95.46%, meaning over 95% of subscribers that enter the flow successfully cancel through the flow or accept a save offer prior to their next renewal.

103. I understand that the FTC filed a Motion for Summary Judgment on September 11, 2023. As part of the FTC's Motion for Summary Judgment, the FTC relies on documents that discuss clickthrough data, including Exhibits 134–35 and 137–38, located at App. 1444–56, 1458–59, 1469–80, 1482–84, (along with Exhibit 136 at App. 1462, which is attached to Exhibit 145, located at App. 1613) in the FTC's Appendix in Support of Motion for Summary Judgment. The clickthrough data reflected in those emails does not accurately depict the clickthrough data of the Match.com online cancellation flow by subscribers in the United States for three reasons:

- a. First, the clickthrough data reflected in those documents includes non-subscribers.

- b. Second, the clickthrough data reflected in those documents includes non-U.S. Match.com users.
- c. Third, the clickthrough data reflected in those emails contains “session-level” information, rather than “subscriber-level” information. This means that the data measures the share of “sessions” in which a subscriber clicked “Manage subscription” and canceled their subscription. Measuring by “sessions” is in contrast to measuring by “subscriber.” If, for any reason, a subscriber did not cancel their subscription in such a session, their session would be counted against the overall cancellation rate, regardless of whether that subscriber successfully canceled in a later session.

Other Cancellation Methods that Match.com Offers

104. In addition to the online cancellation flow, Match.com subscribers can cancel their subscription through internet chat, email, standard mail, fax, and (until recently) phone.

Data Showing the Number of Cancellations Via the Online Cancellation Flow and Other Methods that Match.com Offers

105. **Exhibit 49** is a true and correct copy of a spreadsheet that shows the number of cancellations, as of October 2022, via the online cancellation flow, internet chat, email, and phone since 2013, in addition to cancellations by Match.com Customer Care, for which the method of cancellation was not identified. **Exhibit 49** is Bates-stamped MATCHFTC774724. The spreadsheet fairly and accurately summarizes the voluminous data that Match.com keeps in the ordinary course of its business. Match.com does not separately record cancellations by standard mail and fax. This data shows that there were at least the following number of cancellations since 2013, as of October 2022:

METHOD	CANCELLATIONS
Online cancellation flow	15,914,587
Internet chat	123,421
Email	119,722
Phone	1,027,815
Cancellations by Match.com Customer Care, method not identified	550,512 ¹

106. Although Match.com does not separately record cancellations by standard mail or fax, examples of consumers using those methods to cancel their subscriptions are attached as follows:

¹ This is calculated by adding 548,944 (Care Cancellation, No Ticket) and 1,568 (Source Was Not Specified in Care Ticket) in **Exhibit 49**.

- a. **Exhibit 50** is a true and correct copy of an example of a cancelation by mail, which is Bates-stamped MATCHFTC744806.
- b. **Exhibit 51** is a true and correct copy of an example of a cancelation by fax, which is Bates-stamped MATCHFTC744801.
- c. **Exhibits 50–51** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

107. The chat method, email method, and phone number have been identified and available on Match.com FAQ pages.

- a. **Exhibit 52** is a true and correct copy of the current Contact Us FAQ page, which is Bates-stamped MATCHFTC846847.
 - i. I understand this has been available since approximately April 2023.
- b. **Exhibit 53** is a true and correct copy of a previous Contact Us FAQ page, which is Bates-stamped MATCHFTC672345.
 - i. I understand this was available from approximately August 2022 to April 2023.
- c. **Exhibit 54** is a true and correct copy of a spreadsheet, which is Bates-stamped MATCHFTC427066. The file name is “All Answers Public1.xlsx,” the author is Anastasia Burman, and it was created on January 3, 2017.
 - i. The spreadsheet has the text of previous FAQs, including a previous Contacting Customer Care FAQ. I understand this was available as of approximately 2017.
- d. **Exhibits 52–54** are business records. They were made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. They were kept in the course of a regularly conducted activity of Match.com, and making the records was a regular practice of that activity.

108. The mailing address and fax number can be found in the Match.com Terms of Use. See **Exhibits 1–5**.

Miscellaneous

Former Employee Title

109. I understand that Adrian Ong is a former MGL employee. I understand he was Senior Vice President, Operations for Match.com.

CID

110. I understand that, on March 17, 2017, the FTC served a Civil Investigative Demand (“CID”) on MGI. **Exhibit 55** is a true and correct copy of the CID that MGI received.

111. I understand that, on August 6, 2019, counsel for MGI sent a letter to the FTC that confirmed the discontinuation of the Guarantee and Chargeback Policy and that Match.com had “no plans or intentions ever to reinstitute any of these practices.” **Exhibit 56** is a true and correct copy of that letter.

- a. **Exhibit 56** is a business record. It was made at or near the time by—or from information transmitted by—someone with knowledge at Match.com. It was kept in the course of a regularly conducted activity of Match.com, and making the record was a regular practice of that activity.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 16, 2023.

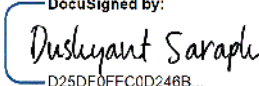
Signature:  _____
D25DF0FFC0D246B...

EXHIBIT 79-1

Match.com Terms of Use Agreement

Effective on 2022-02-28

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account.

This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these Terms of Use ("Terms") emailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using Match's Services, you agree to be bound by this Terms of Use Agreement (the "Terms" or "Agreement"), including our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), so it is important that you read this Agreement and these policies and procedures carefully before you create an account.

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH CLAIMS WILL BE ADDRESSED BETWEEN YOU AND Match. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may update these Terms from time to time, so check this page regularly for updates.

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and operated by Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company," and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate. Together you and Match may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on Match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your access and use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#) and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for any changes. Your continued access or use of our Services constitutes your ongoing consent to any changes, and as a result, you will be legally bound by the updated Terms. If you do not accept a change to the Terms, you must stop accessing or using our Services immediately.

2. ACCOUNT ELIGIBILITY, YOUR RESPONSIBILITIES

Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.

You are not authorized to create an account or use the Services unless all of the following are true, and by using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our Services;
7. You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services or our affiliates' services by us or our affiliates, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any changes;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;

- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network;
- Encourage, promote, or agree to engage in any activity that violates these Terms; or
- Create a new account after we suspend or terminate your account, unless you receive our express permission.

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

Prohibited Content—Match prohibits uploading or sharing content that:

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;

- includes the image or likeness of another person without that person's consent (or, in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these Terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Match provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3A. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3B. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and, unless expressly authorized by Match, you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing users to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3C. OUR CONTENT

Match owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

Match does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services (including, but not limited to, on services operated by our affiliates). We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

As set forth in our [Privacy Policy](#), we may share data between our affiliates for the safety and security of our users and may take necessary actions if we believe you have violated these Terms, including banning you from our Services and/or our affiliates' services (such as Tinder, OkCupid, Plenty of Fish, Meetic, BlackPeopleMeet, LoveScout24, OurTime, Pairs, ParPerfeito, and Twoo; for more details, click [here](#)), and/or preventing you from creating new accounts. You understand and agree that we may not share information with you regarding your account if doing so would potentially impair the safety or privacy of our other users.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY MATCH

Match grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws. This license and any authorization to access the Service are automatically revoked in the event that you fail to comply with these Terms.

7. RIGHTS YOU GRANT MATCH

You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, incorporate into other works, advertise, distribute and otherwise make available to the general public Your Content, including any information you authorize us to access from Facebook or other third-party sources (if applicable), in whole or in part, and in any way and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

Match operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options.

8A. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google Play account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

8B. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website or App and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

8C. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8D. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

8E. INSTALLMENT PLAN CONDITIONS

If you agree to make a purchase pursuant to the installment plan option, your purchase will be subject to these additional terms and conditions, including around eligibility, payment, and cancellation.

By selecting the option to pay in four payments and clicking subscribe, in addition to the terms set forth above, you agree to the following additional terms that will govern your installment plan purchase:

1. **Eligibility.** To be eligible, you must be a Match member in good standing residing in the United States of America. This offer may not be available to every customer and may not be available for all Services Match offers. Match will not use a consumer credit report to determine your eligibility for this Agreement.
2. **Payment.** You authorize Match to charge the Payment Method selected on a periodic basis (as determined when you register). You will be charged the full price of the qualifying product you selected spread equally over one initial payment due at the time of purchase and three subsequent payments (provided, however, that if the full price is not evenly divisible by four, your final payment amount may be smaller). The three subsequent payments will be charged in the increments you selected as part of your subscription plan. No interest or finance charges apply to this installment plan purchase. Any interest, finance charges or fees assessed by the issuer of your Payment Method may still apply. You are personally responsible for any applicable state, federal or other taxes that may be associated with your purchase of Services unless noted otherwise.

You can choose to prepay your next schedule payment or the full remaining balance at any time by contacting Customer Care.

3. **Match's right to Terminate.** If Match is not able to charge any payment to your Payment Method, Match reserves the right to pursue any remedy that is available to it, including the right to suspend or terminate your Match subscription and/or Match account. You agree that Match and its affiliates have no liability related to the exercise of these remedies.
4. **Cancellation Policy.** Except as otherwise set forth herein, your subscription purchased through your installment plan will continue until terminated, cancelled, or not renewed by you or Match, as further described in this Agreement. If not terminated, cancelled, or not renewed, your Membership will continue to renew with installment payments, until you cancel or change your payment options, via your Account Settings. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires. If you cancel your subscription prior to completing all payments due, unless otherwise required by applicable law, the remaining balance of the subscription will remain due and payable pursuant to the installment payment schedule you agreed to.

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website or App, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if Match believes that you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and review our [Safety Tips](#).

YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES; NOR DOES MATCH ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION,

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to copyright@match.com, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY

Match's liability is limited to the maximum extent allowed by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES ON OR THROUGH ANY OF OUR AFFILIATES' SERVICES OR IN CONNECTION WITH THE SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST MATCH, WHETHER STATUTORY, IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (I) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT,

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION SECTION

In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

Any Subsection in this Dispute Resolution Section that is prohibited by law shall not apply to the users residing in that jurisdiction, including Subsections 15b, 15c, 15d, and 15e, which shall not apply to users residing within the European Union, European Economic Area, the United Kingdom, or Switzerland.

15A. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against Match, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "Match" shall include our affiliates, employees, licensors, and service providers.

Match values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes (as defined below). Before formally pursuing a Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA. If Match has a Dispute with you, Match agrees to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables Match to identify your account, including a picture or screenshot of your profile, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. Match's Notice must likewise set forth a detailed description of its Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and Match agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, if Match requests a telephone conference with you to discuss your Dispute, you agree to personally participate, with your attorney if you're represented by counsel. Likewise, if you request a telephone conference to discuss Match's Dispute with you, Match agrees to have one representative participate. This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or Match may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you and Match engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider, National Arbitration and Mediation ("NAM"), shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

15B. INDIVIDUAL RELIEF: CLASS ACTION AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND MATCH EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND MATCH EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST MATCH. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY

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THAT IN AN INDIVIDUAL PARTY COURT, THE ARBITRATOR MAY NOT AWARD JUDICIAL REMEDIES, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND MATCH AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

15C. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any dispute, claim, or controversy between you and Match (that is not resolved informally by Match Customer Service or as provided under subsection 15a above) that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Services, or our relationship with you (collectively, "Dispute"), shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except as specifically provided otherwise in this Dispute Resolution Section. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement. Notwithstanding the foregoing, either you or Match may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you or Match challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding with respect to Match's other contracting parties.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against Match (except for small claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

15D. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal Notice and Dispute resolution process described in subsection 15a above and when no small claims court election is made by either Party. Any arbitration between you and Match shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com. If NAM is unable or unwilling to perform its duties under this Agreement, the parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section:

1. **Commencing an Arbitration** – To initiate an arbitration, you or Match shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a Demand for Arbitration, you shall also send it to Match at Match Group Legal, P.O. Box 25458, Dallas, Texas 75225, USA, within 10 days of delivery of the Demand for Arbitration to NAM. If Match sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 10-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.
2. **Fees** – The payment of all fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to Match of your financial hardship we will consider a good faith request made by you to pay your portion of the applicable consumer

portion of the filing fee. Match is committed to ensuring the arbitrator costs to compensate do not serve as a barrier to the adjudication of disputes. If Match initiates an arbitration against you, we shall pay all fees.

3. **The Arbitrator** – The arbitration shall be conducted by a single, neutral (the "Claim Arbitrator"), as assisted by any Process Arbitrator appointed under NAM Rules. (The term "Arbitrator" applies to both the Claim Arbitrator and the Process Arbitrator). If a hearing is elected by either Party, the Arbitrator shall be in or close to the location in which you reside. The Arbitrator is bound by and shall adhere to this Agreement. In the event NAM Rules conflict with this Agreement, the terms of this Agreement shall control. If the Arbitrator determines that strict application of any term of Section 15 of this Agreement (except for the small claims election, which shall be determined by the small claims court) would result in a fundamentally unfair arbitration (the "Unfair Term"), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Terms of Use (the "Modified Term"). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.
4. **Dispositive Motions** – The Parties agree that the Claim Arbitrator shall have the authority to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Claim Arbitrator's appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties' pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged documents from the other Party; and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator's appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Claim Arbitrator resolves the dispute. In the event either Party requests that the Claim Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Claim Arbitrator's final decision on such dispositive motion. Any disputes about discovery or requests for extensions shall be submitted promptly to the Claim Arbitrator for resolution. In ruling on any discovery dispute or extension request, the Claim Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.
6. **Confidentiality** – Upon either Party's request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal.
7. **Arbitration Hearing** – You and Match are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party's failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, will result in a default judgment taken against that Party.
8. **Arbitration Award** – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and Match and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.
9. **Offer of Settlement** – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party's favor and is less than the Respondent's settlement offer or if the award is in the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or caselaw prohibits the flipping of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs that claimant may be entitled to for the cause of action under which it is suing.

10. **Mass Filing.** If, at any time, 25 or more similar demands for arbitration are asserted against Match or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.

- i. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.
- ii. NAM's Mass Filing Rules shall apply if your Dispute is deemed by NAM, in its sole discretion pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or Match in writing and submitted to NAM and all Parties.
- iii. **Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for Match shall each select 15 Demands for Arbitration (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different Claim Arbitrator, in a first set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands for Arbitration after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for Match shall each select an additional 15 Demands for Arbitration (30 total) to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different Claim Arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for Arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands for Arbitration adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand for Arbitration) is adjudicated or otherwise resolved. Fees associated with a Demand for Arbitration included in the Mass Filings, including fees owed by Match and the claimants (including you), shall only be due after your Demand for Arbitration is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth in subsection 15a of the Agreement, and if the first Mass Filings' Demands for Arbitration are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand for Arbitration is decided, withdrawn, or is settled. A court of competent jurisdiction located in a venue allowed under Section 17 of the Agreement shall have the power to enforce this subsection.
- iv. You and Match agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and Match acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

15E. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including for any claims that accrued against you or Match prior to the time of your consent to this Agreement and to any claims that accrue against you or Match after your consent to this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against Match prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to the following email address: optout@match.com. Please do not direct any customer support inquiries optout@match.com, as they will not be addressed; such inquiries should be directed to [customer support](#). You must include information sufficient to identify your account(s), such as the email address or phone number associated with your account(s), and should include a statement that you are opting out of the retroactive application of this Dispute Resolution Section 15. Please note: if you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will resolve any claims that accrue against you or Match after your consent to this Agreement in accordance with this Dispute Resolution Section.

16. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

17. VENUE/FORUM SELECTION

To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Dallas County, Texas (except for claims filed in small claims court).

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

18. INDEMNITY BY YOU

You agree to indemnify Match if a claim is made against Match due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, your Content, your conduct toward other users, or your breach of this Agreement.

19. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require.

20. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

21. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of "matches" and the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#). For subscribers residing in North Carolina:
- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the Company notice in the same manner as you request a refund as described above in Section 8.

EXHIBIT 79-2

Match.com Terms of Use Agreement

Effective on 2021-02-08

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple/Google, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service at by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these terms of use e-mailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using Match's services, you agree to be bound by these terms, including our [Privacy](#) and [Cookie](#) Policies, so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and operated by Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate.

By accessing or using our Services on match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.

By using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our services;
7. You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;

- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match's prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match's prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network; or
- Encourage, promote, or agree to engage in any activity that violates these Terms.

Prohibited Content—Match prohibits uploading or sharing content that:

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;

- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Match provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

Match owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

Match does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY MATCH

Match grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws.

7. RIGHTS YOU GRANT MATCH

You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

8c. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8d. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

8e. INSTALLMENT PLAN CONDITIONS

If you agree to make a purchase pursuant to the installment plan option, your purchase will be subject to these additional terms and conditions, including around eligibility, payment, and cancellation.

By selecting the option to pay in four payments and clicking subscribe, in addition to the terms set forth above, you agree to the following additional terms that will govern your installment plan purchase:

1. **Eligibility.** To be eligible, you must be a Match member in good standing residing in the United States of America. This offer may not be available to every customer and may not be available for all Services Match offers. Match will not use a consumer credit report to determine your eligibility for this Agreement.
2. **Payment.** You authorize Match to charge the Payment Method selected on a periodic basis (as determined when you register). You will be charged the full price of the qualifying product you selected spread equally over one initial payment due at the time of purchase and three subsequent payments (provided, however, that if the full price is not evenly divisible by four, your final payment amount may be smaller). The three subsequent payments will be charged in the increments you selected as part of your subscription plan. No interest or finance charges apply to this installment plan purchase. Any interest, finance charges or fees assessed by the issuer of your Payment Method may still apply. You are personally responsible for any applicable state, federal or other taxes that may be associated with your purchase of Services unless noted otherwise.

You can choose to prepay your next schedule payment or the full remaining balance at any time by contacting Customer Care.

3. **Match's right to Terminate.** If Match is not able to charge any payment to your Payment Method, Match reserves the right to pursue any remedy that is available to it, including the right to suspend or terminate your Match subscription and/or Match account. You agree that Match and its affiliates have no liability related to the exercise of these remedies.
4. **Cancellation Policy.** Except as otherwise set forth herein, your subscription purchased through your installment plan will continue until terminated, cancelled, or not renewed by you or Match, as further described in this Agreement. If not terminated, cancelled, or not renewed, your Membership will continue to renew with installment payments, until you cancel or change your payment options, via your Account Settings. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires. If you cancel your subscription prior to completing all payments due, unless otherwise required by applicable law, the remaining balance of the subscription will remain due and payable pursuant to the installment payment schedule you agreed to.

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).

YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES MATCH TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATION THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to copyright@match.com, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY.

Match's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION

In the unlikely event that we have a legal dispute, here is what you need to know.

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against Match, these terms will apply.

15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

If you pursue a legal claim against Match, you agree to arbitration (with limited exceptions).

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our [Arbitration Procedures](#). The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

15b. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).

Except where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

15c. VENUE

Any claims that are not submitted to arbitration for any reason must be litigated in Dallas County, Texas (except for claims brought in small claims court, or where prohibited by law).

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Dallas County, Texas, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

16. INDEMNITY BY YOU

You agree to indemnify Match if a claim is made against Match due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

17. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#) and [Cookie Policy](#), and (iii) any

Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

18. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

19. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of "referrals"—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.

EXHIBIT 79-3

Match.com Terms of Use Agreement

Effective on 2019-11-12

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple/Google, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service at by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these terms of use e-mailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using Match's services, you agree to be bound by these terms, including our [Privacy](#) and [Cookie](#) Policies, so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate.

By accessing or using our Services on match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.

By using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our services;
7. You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence;
8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
9. You do not have more than one account on our Services; and
10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;

- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below).
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match's prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match's prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network; or
- Encourage, promote, or agree to engage in any activity that violates these Terms.

Prohibited Content—Match prohibits uploading or sharing content that:

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;

- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Match provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

Match owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

Match does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking here.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY MATCH

Match grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, Match grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Match and permitted by these Terms and applicable laws.

7. RIGHTS YOU GRANT MATCH

You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#). Match will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund. See Section 8d below for more information.

8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

8c. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8d. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).

YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE **SAFETY TIPS** AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME: USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES MATCH TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;

3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to copyright@match.com, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY.

Match's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION

In the unlikely event that we have a legal dispute, here is what you need to know.

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against Match, these terms will apply.

15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

If you pursue a legal claim against Match, you agree to arbitration (with limited exceptions).

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our [Arbitration Procedures](#). The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

15b. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).

Except where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

15c. VENUE

Any claims that are not submitted to arbitration for any reason must be litigated in Dallas County, Texas (except for claims brought in small claims court, or where prohibited by law).

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Dallas County, Texas, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be

litigated exclusively in the federal or state courts of Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

16. INDEMNITY BY YOU

You agree to indemnify Match if a claim is made against Match due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

17. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#) and [Cookie Policy](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

18. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

19. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of "referrals"—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;

- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our Privacy Policy;
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio :

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.

EXHIBIT 79-4

Match.com Terms of Use Agreement

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using an External Service (e.g., Apple ID, Google Play), you must cancel through your External Service, as set forth in more detail in Section 8a. If you subscribed through your Apple ID, refunds are handled by Apple/Google, not Match. You can request a refund from Apple through your Apple ID account on your phone or at <https://getsupport.apple.com>. All other users may request a refund by contacting Match Customer Service at by clicking [here](#), or by mailing or delivering a signed and dated notice that states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or other unique identifier you used to sign up for your account. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. The Company's business is conducted, in part, at 8750 N. Central Expressway, Suite 1400, Dallas, TX 75205. You may have these terms of use e-mailed to you by sending a letter to Terms Inquiries, P.O. Box 25472, Dallas, Texas 75225, USA. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using Match's services, you agree to be bound by these terms, including our [Privacy](#) and [Cookie Policies](#), so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.

Welcome to Match, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada. As used in this Agreement, the terms "Match," "us," "we," the "Company", and "our" shall refer to Match Group, LLC and/or Match.com Global Services Limited, as appropriate.

By accessing or using our Services on match.com (the "Website"), the Match mobile application (the "App"), or any other platforms or services Match may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from Match ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on Match, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant Match.

By using our Services, you represent and warrant that:

1. You are at least 18 years old;
2. You are legally qualified to enter a binding contract with Match;
3. You are single or separated from your spouse;
4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
5. You are not on any list of individuals prohibited from conducting business with the United States;
6. You are not prohibited by law from using our services;

8. You are not required to register as a sex offender with any state, federal or local sex offender registry;

9. You do not have more than one account on our Services; and

10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Review the [Safety Tips](#);
- Maintain a strong password and take reasonable measures to protect the security of your login information.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- Violate the terms of the license granted to you by Match (see Section 6 below);
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Match's prior written consent;
- Express or imply that any statements you make are endorsed by Match;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without Match's prior written authorization;
- Use meta tags or code or other devices containing any reference to Match or the platform (or any trademark, trade name, service mark, logo or slogan of Match) to direct any person to any other website for any purpose;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;

- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the Match application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network; or
- Encourage, promote, or agree to engage in any activity that violates these Terms.

Prohibited Content—Match prohibits uploading or sharing content that:

- Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- Is defamatory, libelous, or untrue;
- Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- Involves the transmission of "junk" mail or "spam";
- Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Match or otherwise;
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated, unless expressly authorized by Match;
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of Match or its affiliates.

The uploading or sharing of content that violates these terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Match provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

Match owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

Match does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful Match community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report a Concern" link on a user's profile or at the bottom of every email. You may also email Match Customer Service by clicking [here](#).

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY MATCH

Match grants you the right to use and enjoy our Services, subject to these Terms.

7. RIGHTS YOU GRANT MATCH

You own all of the content you provide to Match, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to Match a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, distribute, publish, edit, modify, create derivative works from, and otherwise use Your Content in any way, including for promotional purposes from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. Match's license to Your Content shall be non-exclusive, except that Match's license shall be exclusive with respect to derivative works created through use of our Services. For example, Match would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that Match can prevent the use of Your Content outside of our Services, you authorize Match to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. Match is not obligated to take any action with regard to use of Your Content by other users or third parties. Match's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for Match allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Match regarding our Services, you agree that Match may use and share such feedback for any purpose without compensating you.

You agree that Match may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from Match. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

Match may offer products and services for purchase through iTunes, Google Play or other external services authorized by Match (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Match may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). **If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below.** If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Because our Services may be utilized without a subscription, canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

8a. EXTERNAL SERVICE PURCHASES AND SUBSCRIPTIONS

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions automatically renew until you cancel.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you live, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Match. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Match subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other

8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize Match to charge the payment method you provide (your "Payment Method"). Match may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Match may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a Match subscription. In the event that your chargeback or other payment reversal is overturned, please contact [Customer Care](#).

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

8c. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features such as "Boost" ("Virtual Item(s)") from Match. You may only purchase Virtual Items from us or our authorized partners through our Services. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in Virtual Items.

Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use; however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, on the earlier of when Match ceases providing our Services, or your account is otherwise closed or terminated.

Match, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Match may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items. Match shall have no liability to you or any third party in the event that Match exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT MATCH IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

8d. REFUNDS

Generally, all purchases are nonrefundable. Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

If any of the above apply to you and you subscribed using your Apple ID, your refund requests are handled by Apple, not Match. To request a refund, please contact your External Service directly; for example using your Apple device, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Purchase History. Find the transaction and select "Report a Problem." You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Match Customer Service with your order number (see your confirmation email) by mailing or delivering a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Match, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (California and Ohio users may also email us by clicking [here](#) or send a facsimile to 214-853-4309).

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website, going to "Settings" (the gear/pencil icon in the top right corner), and following the instructions to cancel your membership. **However, you will need to cancel / manage any External Service Purchases through your External Service Account (e.g., iTunes, Google Play) to avoid additional billing.**

Match reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that Match regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by Match for any reason, these Terms continue and remain enforceable between you and Match, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

Match does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).

YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

Match's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

MATCH PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MATCH DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, MATCH MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

MATCH TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES MATCH TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH MATCH. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. MATCH IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

Match has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to copyright@match.com, by phone to 214-576-3272 or via mail to the following address: Copyright Compliance Department c/o Match Group Legal, 8750 N. Central Expressway, Dallas, Texas 75231.

Match will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Match may also provide non-commercial links or references to third parties within its content. Match is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Match is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. Match is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY.

Match's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MATCH, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION

In the unlikely event that we have a legal dispute, here is what you need to know.

If you are dissatisfied with our Services for any reason, please contact Match Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against Match, these terms will apply.

15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

If you pursue a legal claim against Match, you agree to arbitration (with limited exceptions).

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our [Arbitration Procedures](#). The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

15b. GOVERNING LAW

Texas law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).

Except where our arbitration agreement is prohibited by law, the laws of Texas, U.S.A., excluding Texas's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

15c. VENUE

Any claims that are not submitted to arbitration for any reason must be litigated in Dallas County, Texas (except for claims brought in small claims court, or where prohibited by law).

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Dallas County, Texas, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Dallas County, Texas, U.S.A. You and Match consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

16. INDEMNITY BY YOU

You agree to indemnify Match if a claim is made against Match due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Match, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

17. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](#) and [Cookie Policy](#), and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

18. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and Match regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your Match account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Match in any manner.

19. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of "referrals"—rather, the functionality of the Services is such that the subscriber can view as many profiles as he/she would like;
- Upon notice in writing and delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, subscribers may place their subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer's Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio:

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Match Group Legal, P.O. Box 25472, Dallas, Texas 75225, USA, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.

EXHIBIT 79-5

Match.com Terms of Use Agreement

Special notice to California users: You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect, or you may email us by clicking [here](#). This notice shall be sent to: Match.com, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA. For additional state specific information, please see Paragraph 24 below.

Welcome to Match.com, the service for single adults to meet each other online, operated by Match Group, LLC, in the case of users originating from within the United States and Canada, and Match.com Global Services Limited, in the case of users originating from outside of the United States and Canada (each the "Company" or "Match.com").

By accessing the Match.com or Chemistry.com website, including through a mobile application, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Match.com. If you wish to become a member and make use of the Match.com service (the "Service"), please read these Terms of Use. The term "Website" is deemed to refer to using of the Service by means of a computer, a mobile device or a mobile application.

You should also read the [Match.com Privacy Policy](#), which is incorporated by reference into this Agreement and available on the Website. If you do not accept and agree to be bound by all of the terms of this Agreement, including the Match.com Privacy Policy, do not use the Website or the Service. Please contact us with any questions regarding this Agreement.

1. Acceptance of Terms of Use Agreement.

- a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Website and to become a "Member." For purposes of this Agreement, the term "Member" means a person who provides information to the Company on the Website or to participate in the Service in any manner, whether such person uses the Service as a free member or a subscriber. You acknowledge and agree that Members of Match.com or Chemistry.com may be part an online community that includes other websites owned by the Company or its affiliates. Therefore, profiles on the Website may be viewable on other such websites and paying subscribers of one website may be able to communicate with other paying subscribers on all websites. This Agreement includes the Company's (i) Privacy Policy, (ii) our [Dating Safety Tips](#) published on the Website and (iii) terms disclosed and agreed to by you if you become a subscriber or if you purchase or accept additional features, products or services we offer on the Website, such as state-specific terms and terms governing features, billing, free trials, discounts and promotions.
- b. By accessing the Website or using the Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. Please print a copy of this Agreement for your records. To receive a non-electronic copy of this Agreement, please [Contact Us](#) or send a letter and self-addressed stamped envelope with sufficient postage to: Match.com, P.O. Box 25458, Dallas, Texas 75225. This Agreement may be modified by the Company from time to time, such modifications to be effective upon posting by the Company on the Website.
- c. By using the Service, you consent to receive this Agreement in electronic form by using the Service. To withdraw this consent, you must cease using the Service and terminate your account.

2. Eligibility.

You must be at least 18 years of age to access and use the Service. You must also be single or separated from your spouse to use the Service. Any use of the Service is void where prohibited. By accessing and using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you become a Member, you represent and warrant that you have never been convicted of or pled no contest to a felony, a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any government entity. Using the Service may be prohibited or restricted in certain countries. If you use the Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use the Website or Service.

3. Membership and Subscription.

You may register as a Member at no cost. As a Member, you may use some, but not all, of the features and services available within the Service. To access or use additional features and services, including the ability to communicate with other Members that are subscribers, you must become a paying subscriber to the Service. The subscription policies that are disclosed to you when you subscribe to the Service are a part of this Agreement. Absent special offers, you acknowledge and agree that if you are (i) not a subscriber, you will not be able to use all the features and services available within the Service, including communicating with other Members, and (ii) a subscriber, non-subscribing Members will not be able to use the Service to communicate with you. A Member profile (both subscribers and non-subscribers) may remain posted on the Website even if that Member is not actively using the Service. You acknowledge that although a Member's profile may be viewed, you may not (even as a subscriber) be able to use the Service to communicate with that Member if he or she is not then actively using the Service.

4. Term and Termination.

a. This Agreement will remain in full force and effect while you use the Service and/or are a Member.

b. You may change or cancel your membership at any time, for any reason, by following the instructions on the "change/cancel membership" or similar page on your "Account Settings" page. You may change or cancel your subscription at any time online by following the instructions on the "Subscription" page on your "Account Settings" page. You may also cancel your membership by sending the Company written notice of cancellation to Match.com, P.O. Box 25472, Dallas, Texas 75225 or by email notice of cancellation to [Customer Care](#). If you cancel your membership via the Website, we may ask you to provide a reason for your cancellation. If you cancel your subscription, the Company requires a reasonable amount of time to process the action. If you cancel a subscription, you will enjoy subscription benefits until the end of your then-current subscription commitment, following which your subscription benefits will expire. However, in no event will you be eligible for a refund of any portion of the subscription fees paid for the then-current subscription commitment. If you paid for your subscription using a multi-payment option, you must make all payments even if you cancel your subscription prior to the end of your then existing subscription commitment period.

c. Canceling a subscription does not automatically cancel your membership. If you are a subscriber and you cancel your subscription but not your membership, unless you elect to hide your profile, you will continue to be a Member in the Service and others may view your profile. If you hide your profile, other Members will not be able to view your profile until you "unhide" your profile. If you cancel your membership, your profile will be removed, and other Members will not be able to view your profile. You will be able to use your current registration information to "unhide" your profile and reactivate your membership for one year. A Member can hide his or her profile or cancel his or her membership and remove their profile at any time by following the instructions contained on the "Account Settings" page on the Website.

d. The Company may terminate or suspend your subscription and/or membership in the Service at any time without notice if the Company believes that you have breached this Agreement, including, but not limited to, by using the Website and Service for non-personal use, engaging in prohibited or inappropriate communications or activities, and any breach of your representations and warranties. Upon such termination or suspension, you will not be entitled to any refund of unused subscription fees and, if applicable, all unpaid subscription amounts and other fees you owe will immediately be due. The Company is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.

e. After your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

5. Non-commercial Use by Members.

The Website and Service is for personal use only. Members may not use the Service in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company, (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes, (iii) attempting to solicit or raise money for any purpose, or (iv) attempting to solicit users to visit a third-party site. Users of the Website may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service or the Website for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

6. Account Security.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other breach of security, and ensure that you log out from your account at the end of each session.

7. Your Interactions with Other Members.

a. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT THE COMPANY CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS MEMBERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS MEMBERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS MEMBERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE MEMBERS. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

b. The Company is not responsible for the conduct of any Member. As noted in and without limiting Sections 16 and 18 below, in no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Website or Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members or persons you meet through the Service. You agree to take all necessary precautions in all interactions with other Members, particularly if you decide to communicate off the Website or meet in person, or if you decide to send money to another Member. In addition, you agree to review and follow the Company's [Dating Safety Tips](#), located on the Website, prior to using the Service. You understand that the Company makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Members.

8. Proprietary Rights.

The Company owns and retains all proprietary rights in the Website and the Service, and in all content, trademarks, trade names, service marks and other intellectual property. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible on the Website or through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

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9. Content Posted by You on the Website.

- a. You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "post") on the Service or transmit to other Members, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, "Content"). You may not post on the Website or as part of the Service, or transmit to the Company or any other Member (either on or off the Website), any offensive, inaccurate, abusive, obscene, profane, sexually oriented, threatening, intimidating, harassing, rude, vulgar, derogatory, sexist, defamatory, insulting, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.
- b. You understand and agree that the Company may, but is not obligated to, monitor or review any Content you post on the Website or as part of a Service. The Company may delete any Content, in whole or in part, that in the sole judgment of the Company violates this Agreement or may harm the reputation of the Website or the Company. The Company may restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which we deem appropriate in our sole discretion.
- c. By posting Content on the Website or as part of the Service, you automatically grant to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party.
- d. In addition to the types of Content described in Section 9(a) above, the following is a partial list of the kind of Content that is prohibited on the Website or as part of the Service. You may not post, upload, display or otherwise make available Content (either on or off the Website) that:
 - a. constitutes or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - b. constitutes or advocates for harassment or intimidation of another person;
 - c. requests money from, or is intended to otherwise defraud, other users of the Website or Service;
 - d. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
 - e. promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
 - f. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
 - g. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
 - h. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - i. provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
 - j. provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
 - k. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
 - l. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
 - m. provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
 - n. disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;

- p. publicizes or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including removing the offending communication from the Website or Service and terminating or suspending the membership of such violators.

- e. Your use of the Website and Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of the Company or any other person.
- f. You may not post any telephone numbers, street addresses, last names, URLs or email addresses in areas of your Member profile that may be viewed by other Members. You agree that any Content you place on the Website to be viewed by other Members may be viewed by any person visiting the Website or participating in the Service.

10. Prohibited Activities.

The Company reserves the right to investigate and/or TERMINATE your membership if you have misused the Service or behaved in a way the Company regards as inappropriate or unlawful, including actions or communications that occur off the Website. The following, in addition to the actions prohibited in Section 9(d) above, is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- impersonate any person or entity, or misrepresent facts about any person or entity.
- solicit money, goods, or other property from any Members.
- post any Content or act in any manner that is prohibited by Section 9.
- "stalk", abuse, use profanity, send sexually oriented communication, threaten, intimidate, act in a rude, vulgar, sexist, or derogatory manner, defame, insult, make racially offensive statements, publish illegal material, or otherwise harass any person.
- express or imply that any statements you make are endorsed by the Company without our specific prior written consent.
- ask or use Members to conceal the identity, source, or destination of any illegally gained money or products.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Website, Service or its contents.
- collect usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website.
- interfere with or disrupt the Service or the Website or the servers or networks connected to the Service or the Website.
- email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Website or Service (either directly or indirectly through use of third party software).
- "frame" or "mirror" any part of the Service or the Website, without the Company's prior written authorization.
- use meta tags or code or other devices containing any reference to the Company, the Website or the Service (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or the Website, or cause others to do so.
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Website or the Service other than solely in connection with your use of the Service in accordance with this Agreement.

11. Customer Service.

The Company provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives (whether over the telephone, or via email or letter), you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes, and by calling or communicating with our representatives you agree that your call may be recorded. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

12. Subscriptions; Charges on Your Billing Account.

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- a. The Company bills you through an online account (your "**Billing Account**") for use of the Service. You agree to pay the Company all charges at the prices you agreed to for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize the Company to charge your chosen payment provider (your "**Payment Method**") for the Service. You agree to make payment using that selected Payment Method. The Company may correct any billing errors or mistakes that it makes even if it has already requested or received payment. This Section 12 includes any agreements you made with the Company on the Website when becoming a Member or subscribing to the Service. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, the Company may in its discretion terminate your account immediately. If the Company successfully disputes the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your account or subscription reinstated.
- b. Your subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. You agree that your account will be subject to this automatic renewal feature. If you do not wish your account to renew automatically, or if you want to change or terminate your subscription, please log in and go to "Account Settings" on the Website and follow the directions contained therein. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize the Company to charge your Payment Method now and again at the beginning of any subsequent subscription period. You also authorize the Company to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if the Company does not receive payment from your Payment Method provider, you agree to pay all amounts due on your Billing Account upon demand and/or you agree that the Company may either terminate or suspend your subscription and continue to attempt to charge your Payment Method provider until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).
- c. You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify the Company if your Payment Method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made at "Account Settings" on the Website. If you fail to provide the Company any of the foregoing information, you agree that you are responsible for fees accrued under your Billing Account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for you credit or debit card as provided by your credit or debit card issuer. You also authorize us to update your Payment Method to include any credit or debit card or other payment method provided by you to purchase any feature or service throughout your use of the Website or Service when automatically renewing your account, as set forth in Section 12(b).

13. Modifications to Service.

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or the Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Website or the Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Website or Service.

14. Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website (and such description must be reasonably sufficient to enable the Company to find the alleged infringing material, such as a url);
- your address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent at copyright@match.com or the following address:

The Company will terminate the accounts of repeat infringers.

15. Communications and Test Profiles.

When you become a Member, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us or third party partners. Please see the Company's Privacy Policy for more information regarding these communications. From time to time, employees of the Company (or its parent or affiliated companies) may create test dating profiles for the purpose of testing the functionality of our Service and website processes to improve service quality for our Members. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes.

16. Disclaimers.

- a. You acknowledge and agree that neither the Company nor its affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted on the Website or provided in connection with the Service, whether caused by Members or any of the equipment or programming associated with or utilized in the Website or Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any Member; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or Member communications; or (v) any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Service. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY PROVIDES THE WEBSITE AND THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE WEBSITE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS ON THE WEBSITE OR IN THE SERVICE WILL BE CORRECTED.**
- b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE OR WEBSITE.
- c. From time to time, the Company may make third party opinions, advice, statements, offers, or other third party information or content available on the Website and/or through the Service. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. **THE COMPANY DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE WEBSITE OR PROVIDED THROUGH THE SERVICE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON THE WEBSITE OR SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE WEBSITE OR SERVICE, OR TRANSMITTED TO OR BY ANY MEMBERS.**
- d. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website or through the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. The Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website or Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

17. Links.

The Website may contain, and the Service or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that the Company is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Website or Service, including payment and delivery of related goods or services, and any

other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further agree that the Company shall not be liable for any damages, including consequential damages, that may be caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

18. Limitation on Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

19. Arbitration and Governing Law.

- a. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Website shall be **BINDING ARBITRATION** administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
- b. By using the Website or the Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).
- c. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- d. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

20. Indemnity by You.

You agree to indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post on the Website or as a result of the Service, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

21. Notice.

The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Website. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

22. Entire Agreement; Other.

This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers on the Website, contains the entire agreement between you and the Company regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

23. Amendment.

This Agreement is subject to change by the Company at any time. If you are a non-subscribing Member at the time of any change, the revised terms will be effective upon posting on the Website and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Member at the time of any change, the then-existing Agreement will continue to govern.

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your membership until such time that you renew your subscription as contemplated by Section 12. If you continue your subscription, your renewal of the subscription constitutes your agreement to the terms of the Agreement. If you do not renew your subscription, your use of the Service after your termination will constitute acceptance by you of the Agreement.

24. Special State Terms.

The following provisions are added to this Agreement for subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin:

You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to: Match.com, Attn: Cancellations, P.O. Box 25472, Dallas, Texas 75225, USA (in addition, California and Ohio users may email us by clicking [here](#) or send a facsimile to 214-853-4309). Please include your match.com username and email address in any correspondence or your refund may be delayed. If you cancel, Match.com will return, within ten days of the date on which you give notice of cancellation, any payments you have made. If you send or deliver the notice to cancel your subscription agreement within such three day period, we will refund the full amount of your subscription.

In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Match.com) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.

Please [Contact Us](#) with any questions regarding this agreement. Match.com is a trademark of Match Group, LLC

EXHIBIT 79-6

**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Wed Oct 5 03:32:24 EDT 2022

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#)
[PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)[Logout](#) Please logout when you are done to release system resources allocated for you.[Start](#) List At: OR [Jump](#) to record: **Record 73 out of 114**[TSDR](#)[ASSIGN Status](#)[TTAB Status](#)*(Use the "Back" button of the Internet Browser to return to TESS)*

Word Mark M

Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer application software for use with mobile devices, namely, software for the purpose of accessing online dating services. FIRST USE: 20121207. FIRST USE IN COMMERCE: 20121207

IC 045. US 100 101. G & S: Dating services; Internet based social networking, introduction, and dating services. FIRST USE: 20140416. FIRST USE IN COMMERCE: 20140416

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 02.11.01 - Hearts excluding hearts as carriers or depicted on playing cards

Serial Number 86286887

Filing Date May 20, 2014

Current Basis 1A

Original Filing Basis 1A

Published for Opposition October 21, 2014

Registration Number 4666846

Registration Date January 6, 2015

Owner (REGISTRANT) Match.com, L.L.C. LIMITED LIABILITY COMPANY DELAWARE P.O. Box 25458 Dallas TEXAS 75225

(LAST LISTED OWNER) **MATCH GROUP, LLC** LIMITED LIABILITY COMPANY DELAWARE P.O. BOX 25458 DALLAS TEXAS 75225

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Jonathan D. Reichman, Esq.

Description of Mark Color is not claimed as a feature of the mark. The mark consists of a lowercase letter 'm' with a heart above it and to the right.
Type of Mark TRADEMARK, SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
Live/Dead Indicator LIVE

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [TOP](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#)
[PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

EXHIBIT 79-7

**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Wed Oct 5 03:32:24 EDT 2022

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#)
[PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)[Logout](#) Please logout when you are done to release system resources allocated for you.[Start](#) List At: OR [Jump](#) to record: **Record 69 out of 114**[TSDR](#)[ASSIGN Status](#)[TTAB Status](#)*(Use the "Back" button of the Internet Browser to return to TESS)*

match♥

Word Mark MATCH

Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer application software for use with mobile devices, namely, software for the purpose of accessing online dating services. FIRST USE: 20140423. FIRST USE IN COMMERCE: 20140423

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 02.11.12 - Hearts as depicted on playing cards

Serial Number 86286888

Filing Date May 20, 2014

Current Basis 1A

Original Filing Basis 1A

Published for Opposition October 21, 2014

Registration Number 4666847

Registration Date January 6, 2015

Owner (REGISTRANT) Match.com, L.L.C. LIMITED LIABILITY COMPANY DELAWARE P.O. Box 25458 Dallas TEXAS 75225
(LAST LISTED OWNER) **MATCH GROUP, LLC** LIMITED LIABILITY COMPANY DELAWARE P.O. BOX 25458 DALLAS TEXAS 75225

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Benjamin Setnick

Prior Registrations 2088545;2640223;3518254;AND OTHERS

Description Color is not claimed as a feature of the mark. The mark consists of the word "match" in lowercase letters with a heart above it.

of Mark and to the right.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

Live/Dead Indicator LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST	NEXT LIST	FIRST DOC
PREV DOC	NEXT DOC	LAST DOC									

| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

EXHIBIT 79-8



[Trademarks](#) > **Trademark Electronic Search System (TESS)**

TESS was last updated on Wed Oct 5 03:32:24 EDT 2022

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#)

[PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

[Start](#) List At: OR [Jump](#) to record: **Record 88 out of 114**

[TSDR](#)

[ASSIGN Status](#)

[TTAB Status](#)

(Use the "Back" button of the Internet Browser to return to TESS)

MATCH.COM

Word Mark	MATCH.COM
Goods and Services	IC 045. US 100 101. G & S: Dating services; Internet based social networking, introduction, and dating services. FIRST USE: 19950310. FIRST USE IN COMMERCE: 19950310
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85215707
Filing Date	January 12, 2011
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	May 27, 2014
Registration Number	4582447
Registration Date	August 12, 2014
Owner	(REGISTRANT) Match.com, LLC LIMITED LIABILITY COMPANY DELAWARE P.O. Box 25458 Dallas TEXAS 75225 (LAST LISTED OWNER) MATCH GROUP, LLC LIMITED LIABILITY COMPANY DELAWARE P.O. BOX 25458 DALLAS TEXAS 75225
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Jonathan D. Reichman, Esq.
Prior Registrations	3323423;3518165;3518254;AND OTHERS
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE

EXHIBIT 79-9

**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Wed Oct 5 03:32:24 EDT 2022

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#)
[PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)[Logout](#) Please logout when you are done to release system resources allocated for you.[Start](#) List At: OR [Jump](#) to record: **Record 114 out of 114**[TSDR](#)[ASSIGN Status](#)[TTAB Status](#)*(Use the "Back" button of the Internet Browser to return to TESS)*

Typed Drawing

Word Mark MATCH.COM

Goods and Services IC 042. US 100 101. G & S: computer services, namely, providing information regarding, and in the nature of, on-line dating and introduction services. FIRST USE: 19950310. FIRST USE IN COMMERCE: 19950310

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74670969

Filing Date May 8, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition May 27, 1997

Registration Number 2088545

Registration Date August 19, 1997

Owner (REGISTRANT) Electric Classifieds, Inc. CORPORATION CALIFORNIA 340 Brannan Street Suite 102 San Francisco CALIFORNIA 941071233
(LAST LISTED OWNER) **MATCH GROUP, LLC** LIMITED LIABILITY COMPANY DELAWARE P.O. BOX 25458 DALLAS TEXAS 75225

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record William M. Merone

Type of Mark SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 8 (6-YR). SECTION 8(10-YR) 20170809.

Renewal 2ND RENEWAL 20170809

Live/Dead Indicator LIVE

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [TOP](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#)
[PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

EXHIBIT 79-10

ICANN | LOOKUP (/en)

Registration data lookup tool

Enter a domain name or an Internet number resource (IP Network or ASN)

[Frequently Asked Questions \(FAQ\) \(/en/faq\)](#)

match.com

Lookup

By submitting any personal data, I acknowledge and agree that the personal data submitted by me will be processed in accordance with the ICANN [Privacy Policy \(https://www.icann.org/privacy/policy\)](https://www.icann.org/privacy/policy), and agree to abide by the website [Terms of Service \(https://www.icann.org/privacy/tos\)](https://www.icann.org/privacy/tos) and the [registration data lookup tool Terms of Use \(unsafe:javascript:void\(0\)\)](#).

Domain Information

Name: MATCH.COM**Registry Domain ID:** 3405486_DOMAIN_COM-VRSN**Domain Status:**[clientDeleteProhibited \(https://icann.org/epp#clientDeleteProhibited\)](https://icann.org/epp#clientDeleteProhibited)[clientTransferProhibited \(https://icann.org/epp#clientTransferProhibited\)](https://icann.org/epp#clientTransferProhibited)[clientUpdateProhibited \(https://icann.org/epp#clientUpdateProhibited\)](https://icann.org/epp#clientUpdateProhibited)**Nameservers:**

DNS1.P01.NSONE.NET

DNS2.P01.NSONE.NET

DNS3.P01.NSONE.NET

DNS4.P01.NSONE.NET

Dates

Registry Expiration: 2023-06-01 04:00:00 UTC**Updated:** 2022-04-30 09:17:01 UTC**Created:** 1998-06-02 04:00:00 UTC

Contact Information

Administrative:

Mailing Address: TX, US

Redacted for privacy:

some of the data in this object has been removed.

Registrant:

Organization: Match Group, LLC

Mailing Address: TX, US

Redacted for privacy:

some of the data in this object has been removed.

Technical:

Mailing Address: TX, US

Redacted for privacy:

some of the data in this object has been removed.

Registrar Information

Name: MarkMonitor Inc.

IANA ID: 292

Abuse contact email: abusecomplaints@markmonitor.com

Abuse contact phone: +1.2086851750

DNSSEC Information

Delegation Signed: Unsigned

Authoritative Servers

Last updated from Registry RDAP DB: 2022-10-12 14:51:22 UTC

Registrar Server URL: <https://rdap.markmonitor.com/rdap/domain/MATCH.COM> (<https://rdap.markmonitor.com/rdap/domain/MATCH.COM>)

Last updated from Registrar RDAP DB: 2022-10-12 10:51:20 UTC

Notices and Remarks

Remarks:

REDACTED FOR PRIVACY

Some of the data in this object has been removed.

Notices:

Terms of Use

By submitting an RDAP query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to:

- (1) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass, unsolicited, commercial advertising, or spam; or
- (2) enable high volume, automated, or electronic processes that send queries, data, or email to MarkMonitor (or its systems) or the domain name contacts (or its systems).

MarkMonitor reserves the right to modify these terms at any time.

By submitting this query, you agree to abide by this policy.

MarkMonitor Domain Management(TM)

Protecting companies and consumers in a digital world.

Visit MarkMonitor at <https://www.markmonitor.com>

Contact us at +1.8007459229

In Europe, at +44.02032062220

<https://www.markmonitor.com/legal/domain-management-terms-and-conditions> (<https://www.markmonitor.com/legal/domain-management-terms-and-conditions>)

Status Codes

For more information on domain status codes, please visit <https://icann.org/epp>.

<https://icann.org/epp> (<https://icann.org/epp>)

RDDS Inaccuracy Complaint Form

URL of the ICANN RDDS Inaccuracy Complaint Form: <https://www.icann.org/wicf>.



Youtube

(<https://www.youtube.com/icannnews>)



Twitter (<https://www.twitter.com/icann>)



Linkedin

(<https://www.linkedin.com/company/icann>)



Flickr

(<https://www.flickr.com/photos/icann>)



Facebook

(<https://www.facebook.com/icannorg>)



Newletters

(<https://www.icann.org/resources/pages/global-newsletter-2018>)



Community Wiki

(<https://community.icann.org/>)



ICANN Blog

(<https://www.icann.org/news/blog>)

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(<https://www.icann.org/privacy/policy>) Terms of Service (<https://www.icann.org/privacy/tos>) Cookies Policy

(<https://www.icann.org/privacy/cookies>)

EXHIBIT 79-11



App Store Preview

This app is available only on the App Store for iPhone and Apple Watch.



Match: Dating & Relationships 17+

Chat, Date, Meet & Find Love

Match Group, LLC

#60 in Social Networking

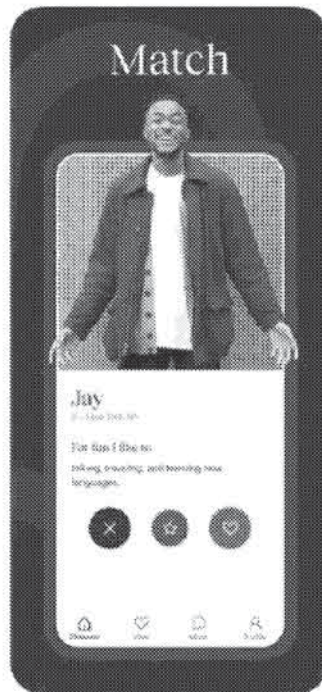
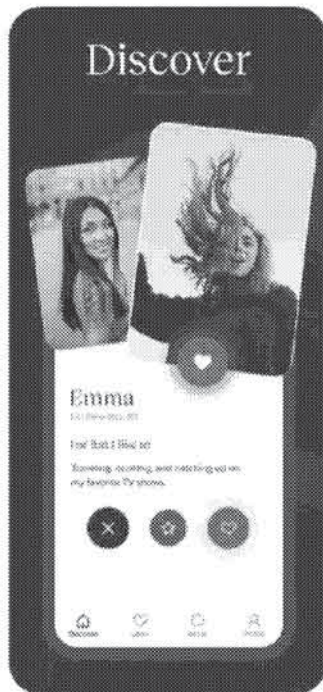
★★★★☆ 2.8 • 11.1M Ratings

Free • Offers In-App Purchases

Screenshots

iPhone

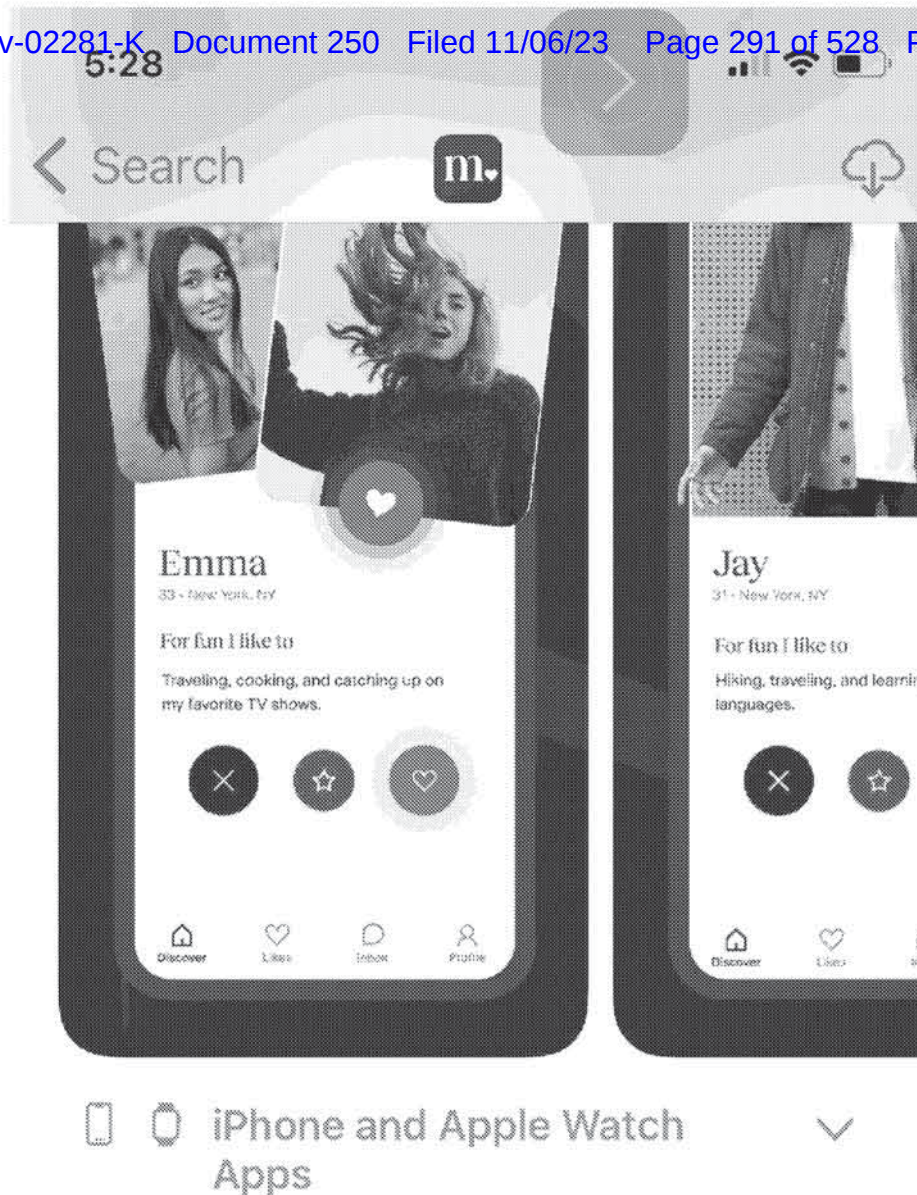
Apple Watch



Welcome to Match. Here, being real beats playing it cool. Knowing who you are and what you want is always a priority. And not settling for anything less isn't a bad thing. Some call it picky, but we say more power to you. Backed by 25 years of experience and real-life dating experts, our app lets you date like an adult – from matching to meeting in person.

PAGE 11 OF 11

EXHIBIT 79-12



Welcome to Match. Here, being real
beats playing it cool. Knowing who you
are and what you want is always [more](#)

Match Group, LLC
Developer [>](#)

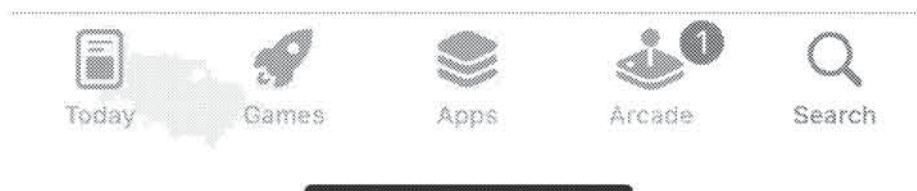


EXHIBIT 79-13

Games

Apps

Movies & TV

Books

Kids



Match Dating: Chat, Date, Meet

Match.com LLC

In-app purchases

3.3★

133K reviews

10M+

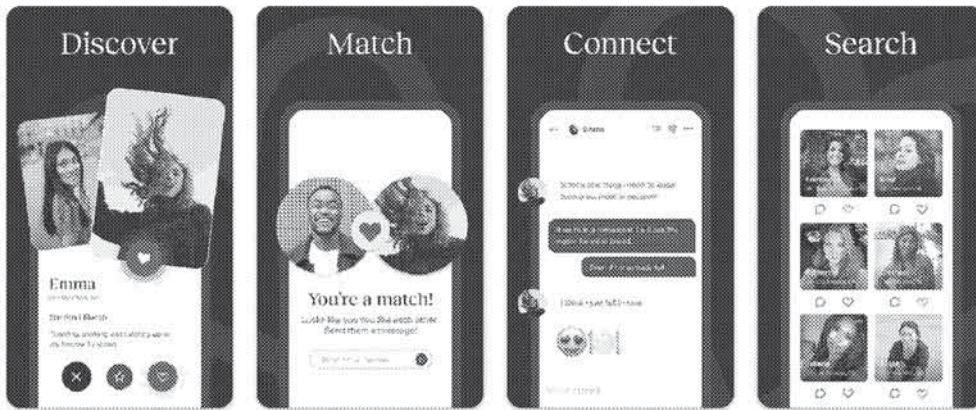
Downloads

M

Mature 17+ ⓘ

Install

🔖 Add to wishlist



About this app



Welcome to Match. Here, being real beats playing it cool. Knowing who you are and what you want is always a priority. And not settling for anything less isn't a bad thing. Some call it picky, but we say more power to you. Backed by 25 years of experience and real-life dating experts, our app lets you date like an adult – from matching to meeting in person.

Match, chat, date and meet with singles nearby and find love.

...

Updated on

Sep 29, 2022

EXHIBIT 79-14



Games

Apps

Movies & TV

Books

Kids

match.



Match Group, LLC

Match is here to help singles find the kind of relationship they're looking for.



Match Dating: Chat, Date, Meet

Match Group, LLC

In-app purchases

3.3★

134K reviews

10M+

Downloads

M

Mature 17+ ⓘ

Install

EXHIBIT 79-15

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-16

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-17

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-18



EXHIBIT 79-19



We believe you will find someone special at Match.

It works so well, we guarantee it. That's why we've created the I Met Someone GUARANTEE. If you don't find someone special within 6 months, we'll give you an additional 6 months free. How the Match.com Guarantee works.

1 Sign up now for a 6-month subscription.

If you don't find someone special during your initial 6-month subscription, we will give you an additional 6 months at no additional cost to you to continue your search.

You'll love your time with us. We guarantee it.

2 During your 6-month subscription, you must:

- Create a truthful Match.com profile with a primary photo and keep it visible to the public.
- Respond to, or initiate email communication with at least 5 unique Match.com members each month through the Match.com service.
- Comply with all of the Match.com Guarantee Program rules below.



I Met Someone GUARANTEE (formerly "Make Love Happen Guarantee") Program Rules

We know you'll meet tons of great people during your 6-month subscription with us. But, if you don't find someone special during that time, we'll give you an ADDITIONAL 6 months to continue your search. Check out the rules below, then get out there and start connecting today!

- Under the I Met Someone GUARANTEE Program, (the "Guarantee Program" or the "Program") if you don't find someone special during a qualifying six-month paid subscription to the Match.com service, we'll give you an additional six-month subscription (the "Guarantee Extension") to the Match.com service at no additional expense. See Match.com [Terms of Use](#) for details regarding the Match.com service and use of the Match.com website.
- The Guarantee Program is available for a limited time only, and open to anyone not currently participating in the Program. Additionally, to be eligible for the Program and the Guarantee Extension, you must:
 - (1) Comply at all times with the Match.com [Terms of Use](#). By using the Match.com website and participating in the Program, you agree to be bound by the Match.com Terms of Use.
 - (2) Pay in full the applicable rate for a **six-month subscription** to the Match.com service (the "Guarantee Program Subscription"). The Guarantee Program Subscription consists of five consecutive 30-day periods followed by a final period of 33 days, all of which are referred to as a "Month" in these Program rules. If you are enjoying the benefits of a free trial of the Match.com service, your Guarantee Program Subscription will not begin until your free trial period ends.
 - (3) Use your Guarantee Program Subscription to **create a profile with a primary photo**. Your profile and primary photo must be approved by Match.com within the first seven days of your Guarantee Program Subscription in order for you to be eligible for the Guarantee Program. Details on approval of profile and primary photo available at [FAQ and How It Works](#).
 - (4) **Keep your profile with primary photo visible at all times** during your Guarantee Program Subscription.
 - (5) **Communicate** during your Guarantee Program Subscription with other Match.com subscribers with whom you have not previously communicated during your Guarantee Program Subscription ("Unique Match.com Subscribers").
 - (6) **Send a "Qualifying Email" to a minimum of five other Unique Match.com Subscribers each Month during your Guarantee Program Subscription**. A "Qualifying Email" may be either one you send to a Unique Match.com Subscriber who has not yet emailed you or an email response you send to a Unique Match.com Subscriber who has emailed you. A "Qualifying Email" must be an email sent through the Match.com service and does not include any other method of communicating (such as Match.com winks, MatchPhone™, Match.com Instant Messaging or emails sent outside of the Match.com system).

- Progress toward eligibility for the Guarantee Extension may be determined at any time during a Guarantee Program Subscription by visiting the progress page associated with such Guarantee Program Subscription (the "Guarantee Program Progress Page"). If, during the last seven days of a Guarantee Program Subscription, you are eligible for a Guarantee Extension (and have not met that "special someone"), you may accept the Guarantee Extension by affirming on the Guarantee Program Progress Page that you have not met someone special during your Guarantee Program Subscription. Please see the [Match.com Guarantee FAQ](#) for further information. You may also contact [Customer Care](#) with any questions related to the Match.com service or the Program. Match.com alone will make all decisions under these Program rules regarding Program policies, including but not limited to Program and Guarantee Extension eligibility.
- Customers eligible to receive a Guarantee Extension will not receive a refund, money or any other thing of value as a substitute for the Guarantee Extension. The Guarantee Extension may only be used by the purchaser of the Guarantee Program Subscription, and the Guarantee Extension may not be sold or transferred in any way.
- Guarantee Program Subscriptions which do not result in a Guarantee Extension (due to ineligibility of the subscriber or failure of the subscriber to accept the Guarantee Extension) will automatically be continued for successive six-month subscription periods at the subscription rate in effect at the time of continuation. See [Match.com Terms of Use](#) for details regarding Match.com subscriptions and charges on your billing account.
- The Match.com Terms of Use and the Match.com Guarantee Program Rules are subject to change by Match.com at any time, effective upon posting on the Match.com website, and your use of the Match.com service and your initial or continued participation in the Match.com Guarantee Program after such posting will constitute acceptance by you of such changes. Match.com reserves all rights to modify, suspend or cancel the Program at any time and without notice.
- Program rules last updated January 24th, 2008.

EXHIBIT 79-20

match

TurbulentBeauty • email 17 POWER UP matches 11 likes 1

Discover Matches Interests Messages Events Chat

Let a pro make your personality shine. LEARN MORE

I met someone **GUARANTEE** Progress page

If you are actively completing certain requirements during your 6-month membership, but have yet to meet someone, we will extend your membership another 6 months for FREE. For further information, read the program rules.

Month 1 - Day 0 of 30

Below, anything denoted in **red** are the necessary requirements to complete in order to continue the match GUARANTEE program.

Email Contacts

Start a conversation with at least **5** more members this month.



GO!

Photo Visibility

The first thing members will notice about your profile is your picture. Upload a main profile photo now!



GO!

Profile Visibility

Your profile is already visible, so you're good to go. Keep your profile visible so matches can find you!



GO!

How you're pacing with the match GUARANTEE:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Email Contacts		—	—	—	—	—
Photo Visibility		—	—	—	—	—
Profile Visibility		—	—	—	—	—

EXHIBIT 79-21

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-22

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-23

From: Anastasia Burman [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3CB1E3395BFF4456AA63211D0D3EE775-ANASTASIA B]
Sent: 4/15/2019 10:19:50 AM
To: Terrance Thomas [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=a941e3c9d3ab4f3686ffb74731be56d4-Terrance Th]; 'DL_Match_Support' [DL_Match_Support@telusinternational.com]; MatchDomesticSynergiesServices [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=a594a78cf3484723a581b581a8296680-MatchDomest]; matchops@ballenamedia.com; Community Operations Support [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=171d3f31a28343b5bd5b450fb18418a7-Match Custo]; Community Operations Training [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=8a26f1e6f4584f8bb93998b818294f7f-Customer Su]; Community Operations Quality [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=7d0412db501a42dc8d231e0d50cfebfa-Community O]; Community Operations Management [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=222193c76d4c4bef9ce65e241d0bc0ba-Customer Su]; Community Operations Escalations [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=548d5275915949acbc1e4ca0bdbd7535-Community O]; Community Operations Pilot [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=4cda4b0c13b04a1e959fc5b327540fd1-Community O]
CC: Laurie Braddock [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2cf0ae69281a49ae8430e9005a76230e-Laurie Brad]; Sarah Meade [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=71807a64e9f344be91d5394c537b2026-Sarah Meade]
Subject: Match Update: 6 Month Guarantee No Longer Available

All,

The following has been added to Daily Updates in RNT.

6 Month Guarantee No Longer Available (April 15, 2019)

Effective immediately, the 6MG is no longer available for purchase on any platform and should not be offered when subscribing a member.

Agents should continue assisting members who have previously purchased the 6MG with guarantee tracking and redemption.

Let us know if you have any questions.

Thanks,

Anastasia Burman

Manager, Training & Development
 Match & Match Affinity

8750 N. Central Expwy, Ste 1400 | Dallas, Texas 75231
 469.859.8453



EXHIBIT 79-24

matchcommunity

Guarantee

Search

E.g. "reset password" or "cookies"



Account
Settings



Billing &
Subscription



Member
Communication



Paid Features
& Power-Ups



Profile &
Photos



Searching &
Matching



Technical
Issues



Contact
Us

What happened to the Match Guarantee?

The Match Guarantee program was discontinued on 4/11/2019. Any new subscription purchases after that date will not include the Match Guarantee.

If you bought a new 6-month subscription through the Match site before 4/11/2019, then you can take advantage of the Match Guarantee one last time. Simply go to your Progress Page to track how you're doing and redeem the Guarantee at the end of your subscription term.

Even without the Match Guarantee, we still know you'll meet plenty of great people during your time on Match, and we want to give you all the tools you need to find someone special! That's why we updated our subscription bundles to include more features for an even better experience.

When you're purchasing a new subscription, make sure you review all the options to find the package that fits your needs. You can always contact us by phone or chat if you need help understanding the options or making a purchase.

EXHIBIT 79-25

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-26

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-27

From: Match [mailer@QA.connect.match.com]
Sent: 10/7/2021 3:31:48 AM
To: cpqateam@gmail.com
Subject: QA - Information about your Match account



Dear Bill,

You recently initiated a chargeback related to your subscription. While your account was deactivated for a period of time it has now been reactivated and you have been credited with whatever time was remaining on your subscription at the time of your chargeback request. Your profile is currently hidden. In order to unhide your profile, take the steps below depending on whether you are accessing your account on desktop, the Match app, or Mobile Web. Your subscription will end on 01/01/2022 and will not autorenew.

For Desktop

Access the profile edit screen by clicking your primary photo icon on the main site menu (at the top of the screen). Next, look at the top right-hand side of the profile edit screen to see your current visibility in bold text. Then click the circle next to "Anyone can see you" to make your profile visible.

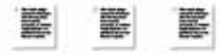
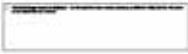
For App

Access the profile edit screen by tapping on the profile icon on the bottom right of your screen. Next, look at the top right-hand side of the screen and tap the gear icon. (Note for iPhone users: Tap Profile Visibility at the top of the menu that appears on the next screen). Then click the circle next to "Visible" so that anyone can see you on the Match site.

For Mobile Web

Access the profile edit screen by tapping on the profile icon on the bottom right of your screen. Next, look at the top of the screen to see your current visibility in bold text. Then click the blue text that says "Control who sees your profile." On the screen that appears, you can click the circle next to "Anyone can see you" to make your profile visible.

To keep your account secure, please do not forward this email. Forwarding could give others access to your account.



Match P.O. Box 25472
Dallas, TX 75225

Get the Match app



Please do not reply to this email. Replies will not be received.

If you have a question, or need assistance, please contact [Customer Care](#).

EXHIBIT 79-28

match.

Discover

Highlights

Search

Likes

Matches

Events

Power up

Settings

Help

Sign out

Recommended



Izzie-vawppaht

27 • Dallas, TX

Currently separated

5' 5" (165 cm)

Athletic/Fit

Yes, and they sometimes live at home


1

Skip

Like

Top Picks

in



Izzie-vawppaht

27 • Dallas, TX

Currently separated

5' 5" (165 cm)

Athletic/Fit

Yes, and they sometimes live at home

1

Skip

Like

Private Mode

Only be seen by members you like or message.

Choose who sees you →

Pick 3 more Topics that show off the real you

Manage Topics →

Add 3 clear-face photos more attention

Manage photos →

Settings

Help

Sign out

About Match

Help/FAQs

Careers

Terms of Use

Your Privacy

Cookie Policy

Community Guidelines

Safety Tips

Media Room

Blog

Advertise

Success Stories

Cookie Settings

Intellectual Property

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Instagram

Twitter

Facebook

EXHIBIT 79-29

Account settings

Manage account	Manage account
Visibility	Edit name
Blocked profiles	Edit email
Removed profiles	Edit password
Email notifications	Edit age
Mobile push notifications	Manage subscription
Site notifications	
Verify your account	

EXHIBIT 79-30

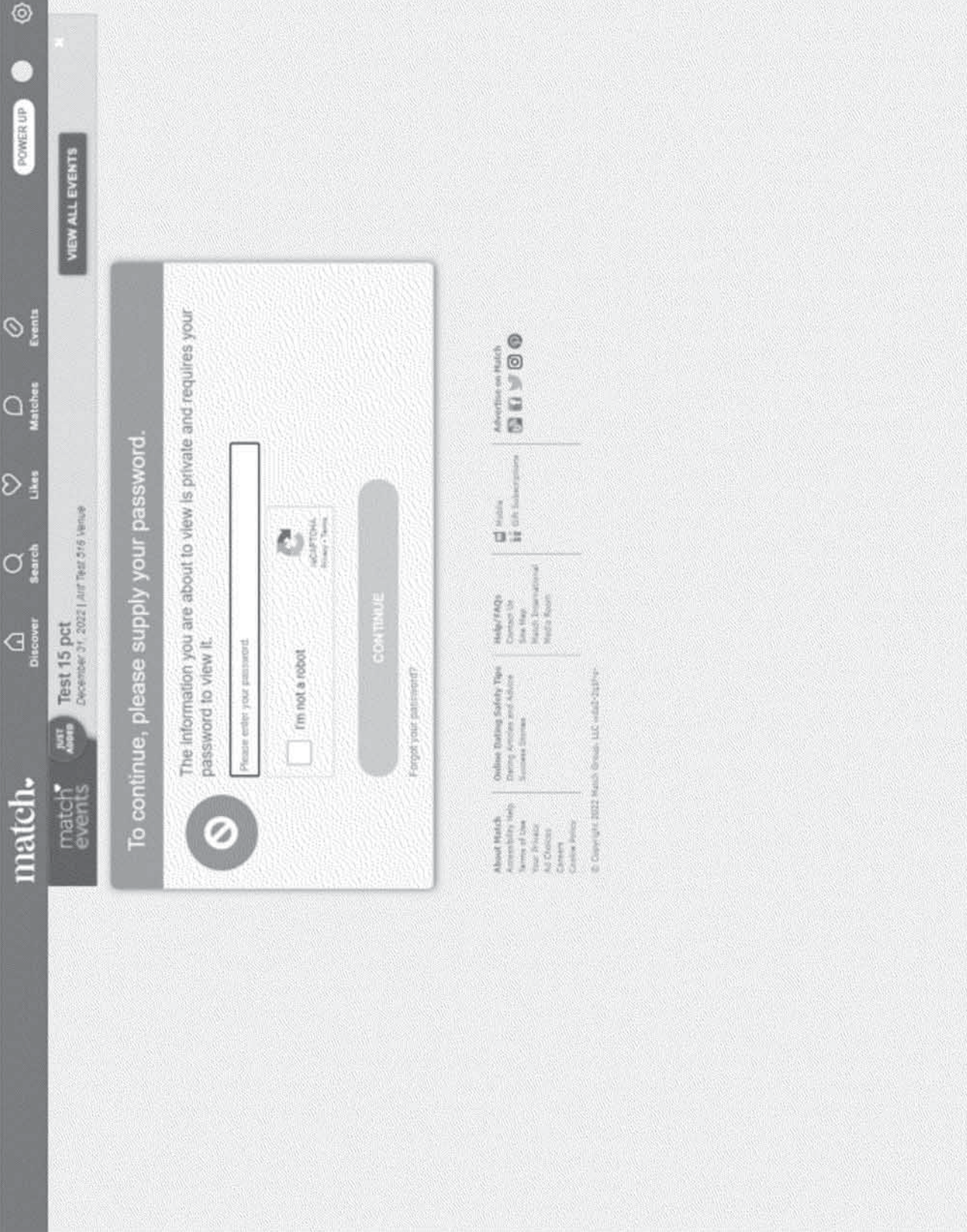


EXHIBIT 79-31



EXHIBIT 79-32

Before you go, help us make Match.com better.

If you cancel, your last day of subscription will be 10/5/2022 and you will not be billed for any additional time.

What is the primary reason that you are looking to cancel your subscription with Match.com?

- ☐ I had too much going on and did not have time to date.
- ☐ I didn't click with the matches I met in person.
- ☐ Not many people of interest initiated contact with me.
- ☐ I didn't receive enough replies to emails I sent out.
- ☐ I can't afford a subscription right now.
- ☐ Very few profiles piqued my interest.
- ☐ I met someone.
- ☒ Other

Back to home

Continue Cancellation

EXHIBIT 79-33

Test RK - Free Event

December 31, 2022 | All Test 216 Venue

James, sometimes finding love takes time. We truly believe you can find someone special on Match.com. After all, more relationships begin at Match.com than at any other site.

Give us another shot and we'll give you

50% off your next renewal

You have nothing to lose. You won't be charged the discounted price (\$51.14, including tax) until your next renewal date. At the end of your discounted 6 months, your subscription will automatically renew for the same package length at the **non-discounted price (\$102.27, including tax)** until you cancel, at any time, via your Account Settings page. By pressing the button below, you authorize us to charge your card upon each renewal. [Learn More](#)

Any add-ons that are a part of your subscription will renew at full price.

GET 50% OFF 6 MONTHS

CONTINUE/CANCELLATION

Not sure? Think about it and decide any time before the renewal date. [Search Now >](#)



- Angela & Luyin

These members gave it another chance. Now, they're a Match.com success couple!

About Match

Accessibility Help

Terms of Use

Your Privacy

Ad Choices

Careers

Cookie Policy

Online Dating Safety Tips

Dating Articles and Advice

Success Stories

Help/FAQs

Contact Us

Site Map

Match International

Media Room

Mobile

Gift Subscriptions

Advertise on Match



EXHIBIT 79-34

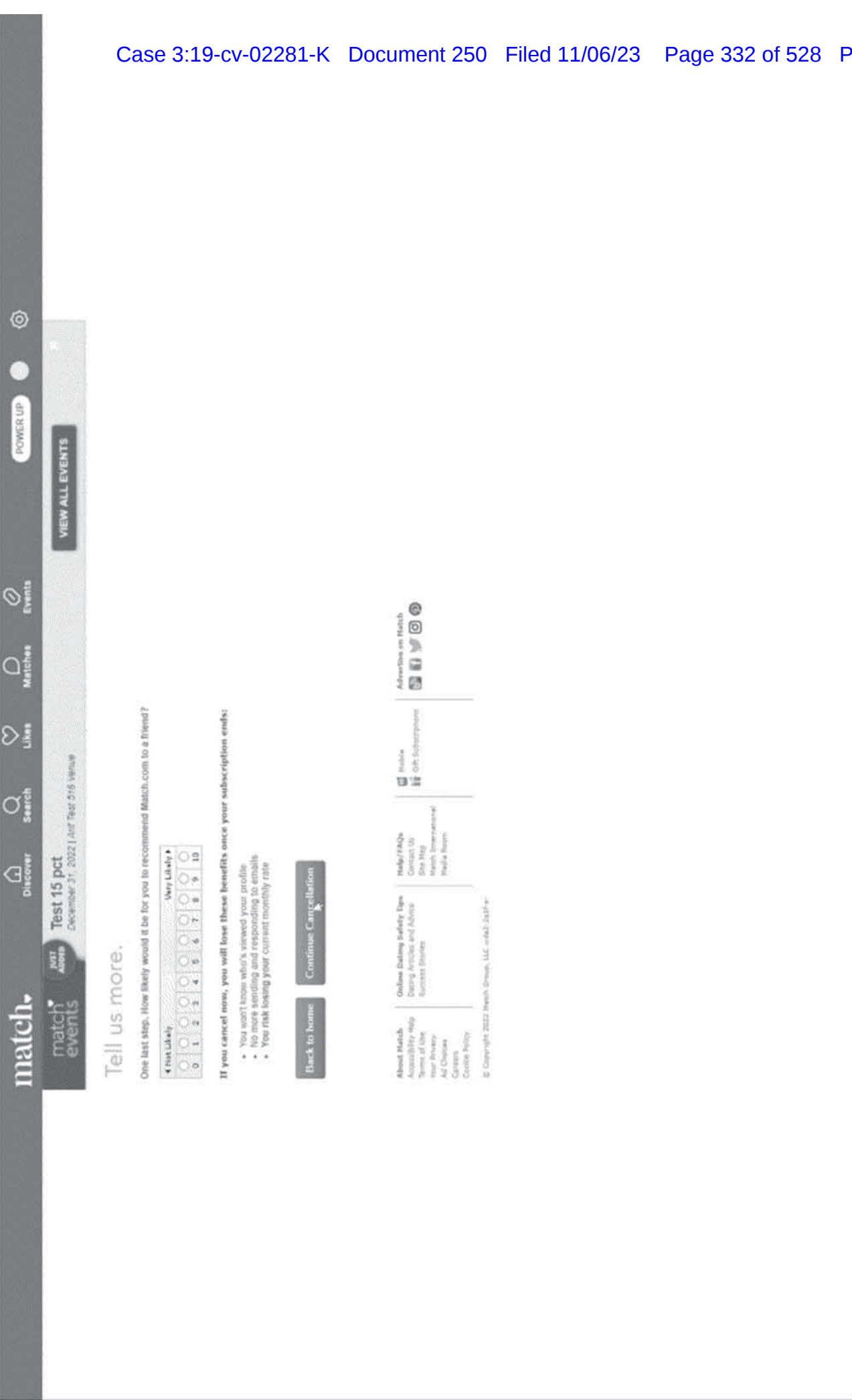


EXHIBIT 79-35

Your subscription has been cancelled.

Your confirmation number is: James.20129303210496.

You do not have to do anything further to complete your subscription cancellation.

The last day of your subscription will be 10/5/2022. Use your last 6 days to contact any new members on Match.com. You never know when you're going to find the one!

You will receive an email confirming your cancellation and containing pertinent information soon.

Reactivate my subscription [Hide profile / deactivate my account](#)

EXHIBIT 79-36

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-37

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-38

Canceling

Canceling a Subscription

If you don't have a paid subscription (or if you have already turned off your auto-renewal), you can cancel your membership by visiting the [Manage Subscription](#) section on your Account Settings page.

When you cancel your membership, we immediately Hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Your information will be retained in accordance with our [Privacy Policy](#).

If you want to cancel your subscription (turn off auto-renewal), please [click here](#). Or watch the video below for step-by-step instructions on how to cancel your subscription from your desktop.

How to Cancel Auto Renewal

01:06



Canceling Additional Features

If you purchased additional features for your subscription (like Private Mode or matchPhone, for example), you can cancel those additional features without cancelling your basic subscription.

To cancel an additional feature, simply follow these steps.

iOS app - Canceling or Turning Off Auto-Renewal:

Case 3:19-cv-02281-K Document 250 Filed 11/06/23 Page 339 of 528 PageID 14435
If you purchased a Match subscription through the iOS App, any cancellations will have to be done through Apple directly.

Follow these steps to turn off your auto-renewal on your iPhone:

1. Launch the App store on your iPhone
2. Tap on the Profile icon on the top right of the app store
3. Tap on Subscriptions
4. Tap on "Cancel Subscription" in red at the bottom of the screen
5. Tap on "Confirm" on the pop-up to save your changes.

If you would like further information or assistance, please contact Apple directly by clicking [Here](#).

On the Match app

1. Log in to your Match account, and tap on the "Profile" icon at the bottom of the screen.
2. Tap on the gear icon at the top of the page.
3. Tap on "Manage Account."
4. Tap on "Manage Subscription"
5. Enter your Password
6. Tap on "Subscription Status."
7. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.
8. If you're prompted to confirm that you want to cancel, tap on Yes.

On the Desktop site:

1. Log in to your Match account, and click on the gear icon in the navigation bar at the top of the screen.
2. Click on "Manage Subscription."
3. Enter your Password
4. Click on "Subscription Status."
5. Locate the additional feature you want to cancel, and click on the "Deactivate" link to the right of that feature.
6. If you're prompted to confirm that you want to cancel, click on Yes.

On the Mobile Site:

1. Log in to your Match account, and tap on the "Profile" icon at the bottom of the screen.
2. Tap on the gear icon at the top of the page
3. Tap on "Manage Account"

You will still be able to use the additional feature until the End Date shown on the Subscription Status page. That particular feature simply won't renew with the rest of your subscription package on your next renewal date.

After you cancel an additional feature, you'll notice the Deactivate link changes to say Reactivate instead. If you want to add that feature back to your subscription, simply click on the Reactivate link.

Please keep in mind that this will not cancel your basic subscription package. These steps will only cancel the subscription add-ons.

Canceling a Free Trial

If you currently have a free trial and you want to make sure you're not charged at the end of the trial period, you'll need to resign your subscription. To do this, simply visit the [Manage Subscription](#) section on your Account Settings page.

For your security, you'll need to re-enter your password as part of this process. Then follow the directions to resign your trial subscription. This process includes several steps, so make sure you fully complete the process before exiting the site.

You can always contact our Customer Care team if you need help. We can check your current subscription status and assist you with resigning your trial subscription.

Please keep in mind that resigning a free trial will immediately end your subscription benefits. If you want to turn your free trial back on after you've resigned it, you can usually do so from the same Manage Subscription page linked above, as long as your trial period hasn't ended yet. If you do this, you'll also be turning the auto-renewal back on, which means you will be charged at the end of the trial period.

Need Help? Log into your account to chat or text with us between 8 am and 6 pm Central Time. Monday through Friday.

Was this article helpful?

Yes

No

m.

EXHIBIT 79-39

**MATCHFTC846853
(VIDEO EMBEDDED IN
FAQ IN Ex. 38,
MATCHFTC846849)**

**PROVIDED IN
NATIVE FORMAT**

EXHIBIT 79-40

Canceling

Canceling a Subscriptions

If you don't have a paid subscription for if you have already turned off your auto-renewal, you can cancel your membership by visiting the Match360/Match360/Match360 section on your Account Settings page.

When you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to login the Match360 community, all you have to do is log in and reactivate your account.

Your information will be retained in accordance with our [Privacy Policy](#).

Canceling a Match360 Trial

If you purchased additional features for your subscription like Private Match or Match360, for example, you can cancel these additional features without cancelling your basic subscription.

To cancel an additional feature, simply follow these steps:

1. Log in to your Match360 account, and tap on the "Profile" icon at the bottom of the screen.

2. Tap on the gear icon at the top of the page.

3. Tap on "Manage Subscriptions".

4. Tap on "Cancel Subscription".

5. Tap on "Confirm" on the pop-up to start your changes.

6. If you would like further information or assistance, please contact Apple directly by clicking [here](#).

On the Match360 App

1. Log in to your Match360 account, and tap on the "Profile" icon at the bottom of the screen.

2. Tap on the gear icon at the top of the page.

3. Tap on "Manage Subscriptions".

4. Tap on "Cancel Subscription".

5. Enter your Password.

6. Tap on "Subscription Status".

7. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.

8. If you're prompted to confirm that you want to cancel, tap on Yes.

On the Match360 Web

1. Log in to your Match360 account, and click on the gear icon in the navigation bar at the top of the screen.

2. Click on "Manage Subscriptions".

3. Click on "Cancel Subscription".

4. Click on "Manage Subscriptions".

5. Tap on "Subscription Status".

6. Locate the additional feature you want to cancel, and tap on the "Deactivate" link to the right of that feature.

7. If you're prompted to confirm that you want to cancel, tap on Yes.

You will still be able to use the additional feature until the end of the trial period shown on the Subscription Status page. That particular feature simply won't renew with the rest of your subscription package or your next renewal date.

After you cancel an additional feature, you'll notice the Deactivate link changes to say "Deactivate" instead of "Cancel". If you want to add that feature back to your subscription, simply click on the "Deactivate" link.

Please keep in mind that this will not cancel your basic subscription package. These steps will only cancel the additional feature.

Canceling a Free Trial

If you currently have a free trial and you want to make sure you're not charged at the end of the trial period, you'll need to cancel your subscription. To do this, simply visit the Match360/Match360/Match360 section on your Account Settings page.

For your security, you'll need to re-enter your password as part of this process. Then follow the instructions to cancel your subscription. This process includes several steps, so make sure you fully complete the process before ending the trial.

We can always contact our Customer Care team if you need help. We can direct your current subscription status and assist you with managing your trial subscription.

Please keep in mind that resigning a free trial will immediately end your subscription benefits. If you want to turn your free trial back on after you've resigned it, you can usually do so from the same Manage Subscriptions page listed above, as long as your trial period hasn't ended yet. If you do this, you'll also be turning the auto-renewal back on, which means you will be charged at the end of the trial period.

Need Help? Log into your account to chat or text with us between 8 am and 6 pm Central Time, Monday through Friday.

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Was this article helpful?

Yes No

EXHIBIT 79-41

11/11/2014

Canceling, Resigning, Deleting, On-Hold, etc.

How do I cancel, resign, delete, or put my account on hold?

We're sorry to hear that you are interested in resigning your subscription or canceling your account. We hope that it's because you met someone!

Suspending a Subscription/On Hold

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, though, we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date).

Canceling

If you are wanting to cancel, please take into consideration that once your subscription term expires, you won't have access to all the great features that you've become accustomed to, like sending and receiving messages, seeing who's viewed your profile and more!

The way this works is different depending on whether you're currently a paid subscriber or whether you use a free membership account.

From the Mobile Site

- Click [here](#) if you're a current paid subscriber and want to resign/cancel your subscription.
- Click [here](#) if you have a free membership account you would like to cancel or delete it.

05/07/2015

How to Deactivate (Delete) your subscription

Have you met someone? Need to take a break? You can deactivate your account and return to the site within 180 days of deletion.

To deactivate your account, you must first cancel your subscription. Click the gear icon from the header and then select **Settings** from the drop-down menu. On the Account Settings screen, click the **Change/Cancel Membership** link. This process includes several steps, before exiting the site, make sure you see a confirmation page that includes today's date and your username. On the confirmation screen, click the **Hide Profile/Deactivate My Account** link to delete your account.

Once you complete the deactivation steps, your profile will be inaccessible to anyone except you (if you choose to reactivate it). After completing the process you will receive two emails. The first is your cancellation confirmation and the second is your deactivation confirmation, which indicates both requests are complete.

05/27/2015

How to turn off automatic billing or cancel your subscription?

Auto-Renewal on your mind? You can stop automatic billing while continuing to use the features you've already paid for until your current subscription expires.

To stop automatic billing, click the **gear icon** located in the header and then select **Settings** from the drop-down menu. On the Account Settings screen, click **Change/Cancel Membership**. This process includes several steps, so before exiting the site, make sure you see a confirmation page that includes today's date and your username. After completing the process, you will receive an email confirmation that contains the same details and indicates the request is complete.

06/02/2015

iOS app: How Do I Turn Off My Auto Renewal or Cancel?

Follow these steps to turn off your auto renewal on your iPhone:

1. Launch the **Settings** app on your iPhone.
2. Tap on **iTunes & App Store**
3. Tap on your **Apple ID** at the top of the screen
4. Tap **View Apple ID** from the pop-up menu
5. When prompted, enter your password, and then tap **OK**
6. Under Subscriptions, tap **Manage**
7. Tap the name of the subscription that you want to modify
8. Turn the auto-renewal option to **Off**
9. Tap **Turn off** on the pop-up to save your changes

If you would like further information or assistance, please contact Apple directly at: <http://www.apple.com/support/itunes>.

11/03/2015

Canceling Additional Features

How do I cancel additional features?

You have the ability to cancel an additional feature at any time. To do this, you must access the full site and then follow the steps below:

1. Click the three-line navigation link.
2. Select **Setting & Help** and then tap **Go to full site**.
3. On the full site, tap the **gear icon** in the top navigation bar.
4. Tap on **Subscription Status** (for security purposes you may be asked to re-enter your password).
5. Tap the **Deactivate** link to the right of the service you wish to cancel.
6. If asked if you are sure you wish to cancel, click on **Yes**.

After canceling, you'll notice the **Deactivate** link will change to read **Reactivate**. If you wish to add the cancelled service back to your subscription simply click the **Reactivate** link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the **Subscription Status** page.

09/27/2016

Billed by Apple and Match.com

*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login.

If you subscribed via our iPhone app and you notice charges from both Apple and full site, this is likely due to a temporary lapse in the mobile app subscription. To cancel the in-app purchase, please contact Apple at: <http://www.apple.com/support/itunes>.

Canceling Additional Features

How do I cancel additional features?

You have the ability to cancel an additional feature at any time. To do so you must sign into a desktop computer or access the full site from our mobile application.

Accessing the full site from the mobile application:

1. Type www.match.com into your browser.
2. Tap the **three-line** icon in the upper left corner of your device.
3. Scroll down to **Help & Setting**.
4. Tap the **Go to full site** link.

Once on the full site, you must complete the following steps:

1. Tap on the **gear icon** in the top navigation bar.
2. Tap **Settings** from the drop-down menu.
3. Tap on **Subscription Status** (for security purposes you may be asked to re-enter your password).
4. Tap the **Deactivate** link to the right of the service you wish to cancel.
5. If asked if you are sure you wish to cancel, tap on **Yes**.

After canceling, you'll notice the **Deactivate** link will change to read **Reactivate**. If you wish to add the cancelled service back to your subscription simply click the **Reactivate** link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the **Subscription Status** page.

01/10/2017

Checking My Renewal or End Date

How do I check my subscription status?

To check the date your subscription is scheduled to renew or lapse, you'll need to access the full website rather than the Android app. Once logged in on the full site, click on the **gear icon** in the top navigation bar, and click on **Subscription Status** (if you don't have an active subscription, this link will not appear). Your subscription End Date and Renewal Status information will be displayed on this page.

- Click [here](#) for information about adding additional features or upgrading your subscription term.
- Click [here](#) for information on how to cancel or resign your account.
- Click [here](#) for information about auto-renewal.
- Click [here](#) for information about redeeming our Match.com Guarantee.

If you have paid for a subscription, but the **Subscription Status** link does not appear, make sure that you are signed into the right account. You might also want to verify with your financial institution that your payment was processed.

Canceling Additional Features

How do I cancel additional features?

Although you have the ability to cancel an additional feature at any time, you'll need to do so from the full Match website, rather than from the Android app or mobile.

Once you've logged in on the full site, simply follow these steps:

1. Click on the gear icon in the top navigation bar.
2. Click on Subscription Status (for security purposes you may be asked to re-enter your password).
3. Click the "Deactivate" link to the right of the service you wish to cancel. If asked if you are sure you wish to cancel, click on Yes.

After canceling, you'll notice the Deactivate link will change to read Reactivate. If you wish to add the cancelled service back to your subscription simply click the Reactivate link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the Subscription Status page.

02/01/2017

Canceling a Free Membership

How do I cancel a free membership account?

Cancelling

If you don't have a paid subscription, you can cancel your membership on the full website by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Deleting

If, for example, you've found a great match and want to make sure your profile information is taken down from our site completely, you can accomplish this by following the directions above to cancel your account. Your information is stored in our database for historical and legal purposes only.

- [Click here](#) for how to cancel if you're a paid subscriber.



04/01/2017

Canceling Additional Features

How do I cancel additional features?

You have the ability to cancel an additional feature at any time. To do this, please sign into your account and follow these steps:

1. Click on the **gear icon** in the top navigation bar.
2. Click on **Settings**.
3. Click on **Subscription** (for security purposes you may be asked to re-enter your password).
4. Click the "Deactivate" link to the right of the service you wish to cancel.
5. If asked if you are sure you wish to cancel, click on **Yes**.

After canceling, you'll notice the **Deactivate** link will change to read **Reactivate**. If you wish to add the cancelled service back to your subscription simply click the **Reactivate** link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the **Subscription** page.

04/03/2017

Checking My Renewal or End Date

How do I check my subscription status?

To check the date your subscription is scheduled to renew or lapse, click on the **gear icon** in the top navigation bar, click **Settings** and then click on **Subscription Status** (if you don't have an active subscription, this link will not appear). Your subscription End Date and Renewal Status Information will be displayed on this page.

- [Click here](#) for information about adding additional features or upgrading your subscription term.
- [Click here](#) for information on how to cancel or resign your account.
- [Click here](#) for information about auto-renewal.
- [Click here](#) for information about redeeming our Match.com Guarantee.

If you have paid for a subscription, but the **Subscription Status** link does not appear, make sure that you are signed into the right account. You might also want to verify with your financial institution that your payment was processed.

In-App Purchase Subscription Changes

*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login.

Purchasing a subscription through the iPhone app allows you to easily gain subscriber benefits right from your mobile phone. The transaction is made by Apple using your iTunes account. For this reason, we are unable to make changes to the billing for any reason, including:

- Purchase was made on wrong account
- Wrong subscription term purchased
- Canceling recurring payments
- Changing method of payment

For assistance with these or any other billing change, please contact Apple at: <http://www.apple.com/support/itunes>

09/18/2017

Canceling, Resigning, Deleting, On-Hold, etc.

How do I cancel, resign, delete, or put my account on hold?

We're sorry to hear that you are interested in resigning your subscription or canceling your account. We hope that it's because you met someone!

Suspending a Subscription/On Hold

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, though, we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date).

Canceling

If you are wanting to cancel, please take into consideration that once your subscription term expires, you won't have access to all the great features that you've become accustomed to, like sending and receiving messages, seeing who's viewed your profile and more!

The way this works is different depending on whether you're currently a paid subscriber or whether you use a free membership account.

If you are subscribed to Match via Apple's iTunes store, you will need to cancel through the App Store, or you may contact Apple using the following link: <http://www.apple.com/support/itunes>

06/28/2018

Canceling a Membership

How do I cancel, resign, or delete my account?

If you don't have a paid subscription or have turned off your auto-renewal, you can cancel your membership by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Your information will be retained in accordance with our [Privacy Policy](#).

If you're attempting to cancel your subscription - please [click here](#).

How to Cancel a Free Trial

If you currently have a free trial and you want to make sure you're not charged at the end of the trial period, you'll need to resign your subscription. To do this, please visit the [Change/Cancel Membership](#) page under your Account Settings (the gear icon).

For your security, you'll need to re-enter your password as part of this process. Then follow the directions to resign your trial subscription. This process includes several steps, so make sure you fully complete the process before exiting the site.

Keep in mind that resigning a free trial will immediately end your subscription benefits. If you want to turn your free trial back on after you've resigned it, you can do so at the same [Change/Cancel Membership](#) page linked above, as long as your trial period hasn't ended yet. Please note that you'll also be turning the auto-renewal back on, so you will be charged at the end of the trial period.

You can check the status of your subscription, including renewal date, subscription amount, and subscription plan at any time by clicking [here](#).

EXHIBIT 79-42

matchcommunity

cancel

Search

E.g. "reset password" or "cookies"



Account
Settings



Billing &
Subscription



Member
Communication



Paid Features
& Power-Ups



Profile &
Photos



Searching &
Matching



Technical
Issues



Contact
Us

Canceling a Membership

Canceling

If you don't have a paid subscription or have turned off your auto-renewal, you can cancel your membership by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Deleting

If, for example, you've found a great match and want to make sure your profile information is taken down from our site completely, you can accomplish this by following the directions above to cancel your account. Your information is stored in our database for historical and legal purposes only.

Was this answer helpful?

Yes

No

Return to FAQ Home

EXHIBIT 79-43

matchcommunity

E.g. "reset password" or "cookies"



Account
Settings



Billing &
Subscription



Member
Communication



Paid Features
& Power-Ups



Profile &
Photos



Searching &
Matching



Technical
Issues



Contact
Us

Canceling a Membership

Canceling

If you don't have a paid subscription or have turned off your auto-renewal, you can cancel your membership by visiting the [Change/Cancel Membership](#) page in your Account Settings (the gear icon). If you cancel your membership, we immediately hide your profile and photos from other members. Should you wish to rejoin the Match community, all you have to do is sign in and reactivate your account.

Please know your information will be stored in our database for historical and legal purposes only.

If you're attempting to cancel your subscription - please click [here](#).

EXHIBIT 79-44

match

Discover

Search

Likes

Inbox

Events

Subscribe



The Beginning.



See Who's Viewed Your Profile GO >>

matchcommunity

cancel

Search

Account
SettingsBilling &
SubscriptionMember
CommunicationPaid Features
& Power-UpsProfile &
PhotosSearching &
MatchingTechnical
IssuesContact
Us

Turning off Auto-Renewal

Turning off auto-renewal

If you currently have a paid subscription and you want to make sure you're not charged at the end of your term, you'll need to turn off your auto-renewal. To do this, simply visit the Manage Subscription section on your Account Settings page.

Click the "Cancel Subscription" link. For your security, you'll need to re-enter your password as part of this process. (Trouble signing in? Click here.)

Next, choose a cancellation reason and click "Continue Cancellation" to proceed. This process includes several steps; before exiting the site, make sure you see a confirmation page that includes today's date and your username.

When you see the confirmation page, you'll know that you successfully turned off auto-renewal. You will also receive an automated email to confirm that auto-renewal has been turned off for your subscription.

If you don't see a confirmation page or if you don't receive the automated email about your cancellation, maybe you didn't complete the cancellation process successfully. You can always contact our Customer Care team if you need help. We can check your current subscription status and assist you with turning off auto-renewal.

After you turn off auto-renewal

After you turn off your auto-renewal, you can still sign in to your Match account and use your subscriber benefits. You'll be able to receive and respond to Messages from other members through the rest of your subscription period.

Once your subscription term ends, you won't be able to receive and respond to Messages anymore, but you'll still be able to sign in to your account. Your profile and photos will remain visible, unless you choose to manually Hide them. You'll be able to enjoy the free member benefits, like searching for matches and sending Likes to other members.

We'll also continue to send you email notifications as long as you want to receive them and as long as your profile remains active. If you don't want to receive emails, you can turn them off from the Email Preferences section on your Account Settings page.

Removing your account

If you simply want to Hide your profile so it's not visible to other members, click here for instructions.

If you want to remove your account from the site, click here.

Suspending a Subscription

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, you can Hide your profile until you're ready to use the site again. (When your profile is Hidden, your subscription will still renew or end on the same date. Hiding your profile does not affect your subscription.)

iOS App

For more information on cancelling a subscription through iTunes, click here.

Was this answer helpful?

Yes

No

Return to FAQ Home

Online Dating Safety Tips D

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About Match.com
Terms of Use**
Your Privacy
Ad Choices
Careers
Cookie Policy

Online Dating Safety Tips
Dating Articles and Advice
Success Stories
Dating Tips

Help/FAQs
Contact Us
Site Map
Match International
Media Room

Mobile
Gift Subscriptions

Advertise on Match.com
Become an Affiliate
Promotions & Sponsorships
Business Development



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EXHIBIT 79-45

**MATCHFTC774670
(VIDEO OF ONLINE
CANCELATION FLOW)**

**PROVIDED IN
NATIVE FORMAT**

EXHIBIT 79-46

**MATCHFTC774651
(VIDEO OF ONLINE
CANCELATION FLOW)**

**PROVIDED IN
NATIVE FORMAT**

EXHIBIT 79-47

**MATCHFTC774667
(VIDEO OF ONLINE
CANCELATION FLOW)**

**PROVIDED IN
NATIVE FORMAT**

EXHIBIT 79-48

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-49

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-50

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-51

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

EXHIBIT 79-52

Does Customer Support have a phone number?

Match does not have a customer support phone number, but you can log into your account to chat with our team between 8 am- and 6 pm Monday - Friday. Or if you would like to send us an email, please [click here](#)

Please be aware that there are fake customer support numbers posted on various websites, none of which are affiliated with Match.

Match.com is the only place we will share updates and we will never ask for your login credentials.

Was this article helpful?

Yes

No



EXHIBIT 79-53



Contact Us

Contact Us

If you'd like to contact the Match Customer Care team, we offer several contact options:

Chat

Log into your account to [chat or text](#) with us between 8 am and 5 pm Central Time, Monday through Friday.

Email

If you'd like to send us an email, please [click here](#)

Return to Help Desk [Home](#)

Was this article helpful?

Yes

No



EXHIBIT 79-54

Document Produced In Native Format

Answer ID	Summary	Answer
1116	Searching for / Viewing your own profile	To see your profile the way others do: <ol style="list-style-type: none"> 1. From your home page, tap the three line icon in the upper left corner of the screen 2. Tap My Profile 3. Tap View My Profile
1254	Resetting Your Profile Counter	You can reset your Profile Counter to zero at any time, as many times as you want. It's a great way to gauge how much more attention your profile receives every time you replace your photos. update your text, or make other changes. <p>You can reset your Profile Counter by clicking on Reset to 0 beneath the counter on your Home page.</p> <pre> <script language="JavaScript" type="text/javascript" xml:space="preserve"> <!-- function displayDiv(div){ var group_name = "group_" + div; var img_name = "img_" + div; if (document.getElementById(group_name).style.display == "none"){ document.getElementById(group_name).style.display = "inline"; document.getElementById(img_name).src = "http://match.custhelp.com/mt/mw/img/enderuser/minus.gif"; }else{ document.getElementById(group_name).style.display = "none"; document.getElementById(img_name).src = "http://match.custhelp.com/mt/mw/img/enderuser/plus.gif"; } --> //]]> </script> </pre> <p>Click&#160;&lt;tr> target="_new" contents="here" answer_id="1255" /&gt; for more information about the Profile Counter</p> <p>If&#160;a member views another's profile more than once, their profile will only be listed one time. The counter will count each view.</p> <p>Since we implemented&#160;our &lt;tr> answer_xref answer_id="1250" contents="new profile design" target="_new" /&gt;; your photos are now set up in a gallery view with a scroll bar at the top. You can have one (1) primary photo with twenty-five (25) additional photos. To upload additional photos, follow the steps below.</p> <p>Click on Browse above the photo viewer. Locate the photo file on your computer. Click on Open. Click on Upload Photo to submit the photo for approval</p> <p>Once the photo has been approved, it will appear on your public Profile. To remove a photo from your profile, click on Remove Photo in the upper right corner of the photo being viewed.</p> <p>Primary/Secondary Status Under each photo you will see a status. There are three statuses: Designated as Primary Photo, Additional Photo Only, and Designate as Primary. Photos that are marked as Primary will have a check box next to them and can be changed to be the profile's primary photo.</p> <p>Captions You can now add/edit&#160;captions&#160;on your photos. To do so: Click on Profile in the top navigation bar Click on Photos Click on the photo you'd like to add a caption to or click the "pencil" icon Enter a fun description of your photo in the text box underneath, and click on Submit for Approval</p> <p>Captions can be no longer than 140 characters in length and must be submitted for approval. Once they are approved, they will appear on your public profile with the photo.</p> <p>Removing Captions Most likely, you'll have some photos with captions, and some without. Once the caption feature is added to a photo, the caption can be modified, but the caption feature can't be completely removed. If you'd like the photo to be a non-caption photo again, you'll need to delete the photo and add it back without a caption. Click&#160;&lt;tr> answer_xref style="TEXT-INDENT: 0in" answer_id="1123" contents="here" target="_new" /&gt; for instructions.</p> <p>Members have the ability to import photos from Facebook. Click &lt;tr> answer_xref style="TEXT-INDENT: 0in" answer_id="1041" contents="here" target="_new" /&gt;&#160;to view the import process.</p>
1253	New Profile Design - Adding & Editing Photos - Captions	

Answer ID	Summary	Answer
1638	Profile Comments	One great way to start a conversation with a new match is to comment on something they say in their profile. When you're reading their profile, click on the highlighter icon in the top-right of the text area. You'll then be able to highlight portions of their profile, and a pop-up will prompt you to enter your comment.
1642	Daily Matches with a Purple/Pink Highlight	Don't worry, your comments are only visible to that member. In your Daily Matches, you may find that some of your matches appear with a light violet highlight. The reason is that these matches are "Singled Out" matches, rather than normal Daily Matches. Since our algorithms show these as particularly good matches, we make them stand out a little.
384	Receiving Instant Messages when Offline	No. If you're offline, you will not be available to be contacted via IM on Match. However, anyone who wishes to contact you will most likely send you an email.
1235	Who's Favorited Me - Explained	Our "Who's Favorited Me" feature allows you to see who has shown interest in you and opens the door for that first connection. This tool is a benefit of a current, paid subscription. To access the "Who's Favorited Me" page, simply click on Favorites on the left side of the full site home page. You can also see updates to this list in your "What's New" area on the same page. If a member favorited you over 180 days ago, you be automatically removed from his or her Favorites list and the member will no longer appear in your "Who's Favorited Me" list. Click <rm;answer_xref=answer_id=-1218" contents="here" target="_new" />; for more information on sorting options for this tool Click <rm;answer_xref=answer_id=-1169" contents="here" target="_new" />; for information on what happens when your profile is hidden Click <rm;answer_xref=answer_id=-1218" contents="here" target="_new" />; for more information on Favorites
668	Who's Viewed or Favorited My Profile - Sorting Options	The following sort options are available for reviewing both "Who's Viewed Me" and "Who's Favorited Me": Most recent view - sorts based on who viewed your profile most recently Activity date - sorts by the date when each match was last online (most recent at the top) Age - sorts youngest to oldest Photos counts - sorts based on profiles with the most photos Username - sorts by username, in alphabetical order (numbers come before letters)
1120	Who's Viewed Me - Explained	You can also remove results on your list by clicking on the X in the top-right corner of their profile. If you remove a member from either of these lists, the member will no longer show up in your search results. Click <rm;answer_xref=answer_id=-104" contents="here" target="_new" />; for more information on our "Who's Viewed Me" tool Click <rm;answer_xref=answer_id=-669" contents="here" target="_new" />; for more information on our "Who's Favorited Me" tool Our "Who's Viewed Me" feature is a handy tool that lets you know who has viewed your profile. Since they've taken a step to show some interest, it opens the door to make that first connection. This feature is available to all paid subscribers, so others will be able to see when you've viewed them, too, although there's no indication of how many times or exactly when. On the Android app, to see you have viewed your profile, simply tap the three line icon in the upper left corner of the screen and tap Views Tap to access your "Who's Viewed Me" page on the full Match.com website. Simply click on Viewed Me on the left side of the Home page. You can also see updates to this list in your "What's New!" box on the same page. After 180 days, profiles are dropped from this list.
1320	No Interest	When a member has responded with a formal "Not Interested" to a email of yours, they'll appear in your Connections as "No Interest." If you like, you can click on the "X" in the top-right corner of the box to remove them from your Connections.
1114	Price and Subscription Package Options	The Cost To compare the relative costs of purchasing these packages from the Android app, simply click on Messages from your home screen. You won't have to enter any financial information until you're ready. If you're not a member yet, don't worry. Since prices can vary and are subject to change, we just need a little information so we can show you the rates currently available to you. Click on Join for Free, and the single-screen sign-up process can easily be completed in less than a minute (you don't have to complete your full profile before clicking on Subscribe Now to get the rates). Package Options When you're ready to start enjoying the benefits of full subscription, we're pleased to offer you subscription packages that span twelve months, six months, three months, or one month. Each option includes all of our standard subscription benefits. Although our rates page highlights the monthly average for each of the options (to help you compare the relative costs of the packages) your subscription package is charged in full when you subscribe. If you would like to be charged on a monthly basis, simply choose the one-month package. For more information about subscription benefits, click here.

Answer ID	Summary	Answer
1168	My Profile Isn't Appearing/Updating	<p>If your profile is not reflecting the information you entered, there are a variety of possible explanations:</p> <p>Your profile is&#160;appearing normally for everyone else, and will appear normally for you once you refresh your system cookies</p> <p>Your profile is hidden</p> <p>You haven't completed your profile</p> <p>You tried to complete your profile, but took more than 45 minutes on a screen and experienced a session time-out</p> <p>You tried to complete your profile, but it was not approved</p> <p>More information on each of the above situations:</p> <p>Cookies</p> <p>Sometimes when you're checking on profile updates you have made, your computer will simply display the old information stored in system cookies. If you'll refresh your cookies, the problem will go away!</p> <p>Hidden Profile</p> <p>On the full website, click your&#160;primary photo thumbnail&#160;in the top navigation bar, and then Settings to check whether your profile is currently set to "Visible." If it is not, your profile will not appear in search results.</p> <p>Incomplete Profile</p> <p>You'll know your profile isn't complete or hasn't been approved if you click your&#160;primary photo thumbnail&#160;in the top navigation bar of the full site and it takes you straight to the blue screen where you input your profile information.</p> <p>Session Time-Out</p> <p>If the "About Me &#160;Who I'm Looking For" section is blank (there is a 200 character minimum), but you tried to submit it previously, you may have experienced a&#160;session time-out&#160;(after 45 minutes the session on this page times out and if you try to save after 45 minutes,&#160;you will lose your information).</p> <p>Profile Not Approved</p> <p>If you get the blue profile screen but your text is appearing normally in the "About Me &#160;Who I'm Looking For" section, chances are that your profile has not been approved. Click&#160;here to see our profile guidelines.</p> <p>Contact Us</p> <p>If you're pretty sure your profile is acceptable by these standards, or if you're still not sure why your profile isn't displaying right, please contact us.</p> <p>Your main photo is the most visible aspect of your profile, and it appears everywhere your profile displays, including in email messages, search results, and full-profile views.</p> <p>Because&#160;the actual display size of your primary photo in search results isn't very big, we display a smaller section of&#160;your photo&#160;in these screens&#160;that is meant to highlight your face. We don't do any stretching, squeezing, or color edits, though. Your full photo just-as-uploaded appears in your full profile view.</p> <p>If you would like a photo cropped, you will need to do that before you upload it. For instructions on how to crop a photo see a search on the Internet for&#160;"how to crop a photo". There are literally hundreds of applications and&#160;methods for cropping.</p> <p>To rearrange your photos from the full website, click on your&#160;primary photo thumbnail&#160;in the top navigation bar, click on Photos, and click and drag the photos you see. The first&#160;four photos in the top row will appear on your main profile page.</p> <p>If you don't like how a photo of yours appears on our site, we've made it really easy to delete or replace photos.</p> <p>*This feature is not available to members outside of the continental United States.</p> <p>If you&#160;meet all the &#160;requirements" target="_parent" /&gt;. you can&#160;add matchPhone&#160;either by initiating a matchPhone call (Talk &#160;Text) from a member's profile or by using the&#160;Phonebook link on your&#160;Home page. This will walk you through the process of subscribing to and paying for matchPhone.</p> <p>Signing up for this service includes verifying your phone number and whether your phone is text-enabled.&#160;This&#160;is only done once, unless you change your number on file (via matchPhone Account Settings). The verification process includes a quick automated call to your phone, so have it on-hand when you are setting up your matchPhone phone settings.</p> <p>Click&#160;&#160;"parent" /&gt; for information about matchPhone</p>
1563	Hidden Profiles - Explained	<p>There may be times, like when you start a new relationship, that you'll want to remove your profile from being visible to other members. Since that's why you're here in the first place, we make this as easy as flipping a switch. Of course, anytime your profile is hidden, it will not be displayed in search results. Since this reduces your chances of finding a match, we recommend only hiding your profile when you are taking a break or have met someone you are interested in.</p> <p>From the App</p> <p>To hide your profile, simply tap the three line icon in the upper left corner of the screen then on Settings. From the Settings screen you can adjust the visibility of your profile.</p> <p>From the Mobile Site</p> <p>To hide your profile, simply tap the three line icon in the upper left corner of the screen then on Help and Settings. From the Settings screen you can adjust the visibility of your profile.</p>
670	matchPhone - Adding It	
1168	The Way Your Photos Appear	

Answer ID	Summary
209	matchPhone and Privacy
1592	Singled Out - Explained
2149	Provide Feedback on our Mobile Site
2150	Provide Feedback on our Mobile Site
1489	Improving Matching Results
1492	Changing a Primary Photo
1494	Editing or Removing Photos
1532	Retrieving Forgotten Sign In Information
1543	Checking My Renewal or End Date

Answer ID	Summary	Answer
1565	Search Results - View	Each entry in your search results will include the member's username, age, location, activity status, and the number of photos they have added. Tap a member that interests you to view the profile. Please note that doing so will cause you to appear on the member's Who's Viewed Me list. From the Mobile Site To refine your search, tap Filter in the top-right corner of the screen. You'll see options for editing your search criteria. Tap Save to display results with your new selections. We're sorry to hear that you are interested in resigning your subscription or canceling your account. We hope that it's because you met someone! Suspending a Subscription/On HoldCurrently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, though, we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date). CancelingIf you are wanting to cancel, please take into consideration that once your subscription term expires, you won't have access to all the great features that you've become accustomed to, like sending and receiving messages, seeing who's viewed your profile and more! The way this works is different depending on whether you're currently a paid subscriber or whether you use a free membership account. From the Mobile Site Click here if you're a current paid subscriber and want to resign/cancel your subscription Click here if you have a free membership account you would like to cancel or delete it
1578	Canceling, Resigning, Dating, On-Hold, etc.	
1580	Removing Profiles From Search Results	As you explore our dating community, you're bound to find some members you can cross off your list. That's no problem. If you're a current subscriber, you're welcome to remove these members from view. How to Do It Anywhere you see that member profile, you can remove him/her from view by scrolling to the bottom of the profile and then tapping the Remove from Search button. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action. Un-doing ItIf you'd like to see the list of those you've removed, you can return to the removed profile and then tap Restore to Search if you decide you want to give a member another chance. You are able to remove up to 10,000 profiles. In the event, you are trying to remove additional profiles, you will receive an error. To correct the issue, you must access the full site from your handset or from a desktop computer so you may restore profiles on your current removed list.
1593	My Profile Isn't Appearing/Updating	If your profile is not reflecting the information you entered, there are a variety of possible explanations: Your profile is appearing normally for everyone else, and will appear normally for you once you refresh your system cookies Your profile is hidden You haven't completed your profile You tried to complete your profile, but took more than 45 minutes on a screen and experienced a session time-out You tried to complete your profile, but it was not approved More information on the above situations: Hidden Profile From the mobile site, tap the three line navigation link and then select Settings Help from the drop down menu. One the Setting screen, you can verify if your profile is currently visible. Contact Us If you're pretty sure your profile is acceptable based on our guidelines, or if you're still not sure why your profile isn't displaying correctly, please contact us.
1598	Connections - Explained	Connections on your Navigation list is a benefit of your paid subscription that provides a single view of Match members you've interacted with. Members you interact with on the site will be added as a Connection, whether they email or wink at you. If you get in contact with them, or even if you simply add them to your Favorites list. This will help you easily keep track of how recently you've been in contact and the last action taken with the potential match. Please note that members contacted solely through IM will not appear as Connections. From the Mobile Site To view your Connections, tap the three line navigation link and then select Connections from the drop down menu. All of your Connections will be displayed.

Answer ID	Summary	
1399	Filtered Mail - Explained	<p>Answer</p> <p>Filtered Mail is a feature that allows you to clear your inbox of messages from members with certain "deal-breaker" characteristics.</p> <p>For example, if you would not consider corresponding with a member from outside of your state, you can set up a filter that will send any messages from those members into a separate folder.</p> <p>Filtered Mail on MobileOur mobile site respects the email filters you created on the Match full site. However, they do not support updating or changing filters at this time. Feel free to access the full site from your phone's browser so you can make the necessary updates.</p> <p>Click&#160;&ltrm;answer_xref style=-"TEXT-INDENT: 0in" answer_id="1965" contents="here" target="_self" /> to review the steps for accessing the&#160;full site.</p> <p>Setting Up Filters</p> <p>Once you access the full site, you must tap Messages from the main menu.&#160;You can then setup as many as seven filters by tapping the Settings link next to the Filtered Mail folder in your Inbox.&#160;</p> <p>We will then prompt you to enter the profile criteria you would like to set with filters.&#160;Remember, the filters you select will exclude all member profiles that include that criteria, no matter how well you match in other areas.&#160;So you'll want to use these filters carefully.&#160;</p> <p>To remove filters, simply return to your Filtered Mail settings on the full site and then select the filters you wish to remove.</p>
1615	Captions - Explained	<p>At this time, adding or editing photo captions is not available through the mobile site. Please access the full site from your mobile phone or a desktop computer to add or edit captions on any of your photos</p> <p>Click&#160;&ltrm;answer_xref style=-"TEXT-INDENT: 0in" target=_ self" contents= "here" answer_id= "1965" />; to review the steps for accessing the mobile site.</p>
1617	Hiding My Profile or Making It Visible	<p>As a member of Match, you have the ability to hide your profile from view at any time, for any reason.</p> <p>Adjusting Visibility</p> <p>To adjust your visibility on your iPhone, tap the three line navigation link and then select Settings &amp; Tap the drop down list.&#160;Toggle the&#160;Visibility indicator as needed.</p>
1619	Hidden Profile - Who's Viewed Me Implications	<p>If you view another member's profile while your profile is hidden, our system still registers that you were there. So once you are unhidden, your profile will appear in their Who's Viewed Me (Views)&#160;section. But not until then.</p> <p>You may notice that your profile counter continues to increase in number while your profile is hidden. This happens when members who may know your username try (unsuccessfully) to look at your profile.</p> <p>Click&#160;&ltrm;answer_xref target=_ self" contents= "here" answer_id= "472" />; for more information on hidden profiles.</p>
1621	Favorites - Hidden Profiles	<p>For free members, a profile will remain in your Favorites list for 180 days or until you decide to remove it.</p> <p>Paid subscriber Favorites lists will not be purged automatically, but profiles can be manually deleted at any time from the app or from the full site on your phone's browser or a desktop computer. However, if a member on your list decides to hide their profile on the site, the full profile will no longer be available to view.</p>
1624	Who's Favorited Me - Explained	<p>Your Who's Favorited Me (Faves) feature allows you to see who has shown interest in you and opens the door for that first connection. This tool is a benefit of a current, paid subscription.</p> <p>To access who has Favorited you, complete the following steps:</p> <ul style="list-style-type: none"> Tap&#160;the three line navigation link Select Connections from the drop down list and then tap Faves Toggle between Faved Me (Members who have you listed as their Favorites) and My Faves (Members you have favorited) <p>If a free member favorited you over 180 days ago and your account is also in free member mode, you will be automatically removed from the member's Favorites list.&#160;The member will no longer appear in your "Who's Favorited Me" list the next time you subscribe.</p> <p>Click&#160;&ltrm;answer_xref answer_id="1482" contents="here" />; for information on what happens with Favorites and Favoriting when your profile is hidden.&#160;</p> <p>Click&#160;&ltrm;answer_xref answer_id="1577" contents="here" />; for more information on Favorites</p>
196	Business Development Opportunities	Send us an email at business.development2@match.com.

Answer ID	Summary	Answer
543	Removing Profiles From Search Results	<p>As you explore our dating community, you're bound to find some members you can cross off your list. That's no problem. If you're a current subscriber, you're welcome to remove these members from view.</p> <p>How to Do It</p> <p>Anywhere you see that member, you can remove him/her from view by clicking on the "X" in the corner of their profile (when it appears in lists) or by clicking on the Block from search link in their profile. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.</p> <p>Un-doing It If you'd like to see the list of those you've removed, you can access your Removed Profiles by clicking the link on the left side of your "Home" page. If you decide you want to give a member another chance, you're welcome to select the member you want to see again and click on the Show button.</p> <p>You'll also need to visit this page to clean up this list if you've been with us for a little while and a lot of profiles have happened to reach our current limit of 10,000 profiles you can remove. Removed profiles that have been on your list for longer than one year will automatically be deleted from your list. However, you can add them to your list again at any time.</p> <p>Click on the "X" in the corner of their profile (when it appears in lists) or by clicking on the Block from search link in their profile. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.</p>
666	Favorites - Hidden Profiles	<p>A profile will remain in your Favorites list for 180 days or until you decide to delete it. However, if at any time the member decides to hide their profile on the site, the full profile will no longer be available to view.</p> <p>If you would like to remove a profile in "hidden" status from your Favorites list, simply visit your Favorites page and click the X in the top-right corner of the member you would like to remove.</p> <p>Click on the "X" in the corner of their profile (when it appears in lists) or by clicking on the Block from search link in their profile. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.</p>
662	Hiding My Profile or Making it Visible	<p>As a member of Match, you have the ability to hide your profile from view at any time, for any reason.</p> <p>Adjusting Visibility</p> <p>To adjust your visibility, go to your profile page and click the X in the top-right corner of the member you would like to remove.</p> <p>Click on the "X" in the corner of their profile (when it appears in lists) or by clicking on the Block from search link in their profile. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.</p>
527	matchPhone - Explained	<p>*This feature is not available to members outside of English-speaking North America</p> <p>About matchPhone</p> <p>matchPhone is a premium feature that offers an easy, completely anonymous way to talk or text on your phone with any of your matchPhone connections. To enable this to happen, matchPhone generates a new, unique phone number for both you and your potential match. Once established, either member may initiate calls using these numbers. Any call to your matchPhone number is then forwarded right to your phone.</p> <p>Click on the "X" in the corner of their profile (when it appears in lists) or by clicking on the Block from search link in their profile. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.</p>
2216	How to Switch to Threaded Messaging	<p>You can change the way you view your messages on the Match site by tapping your conversation list. Then tap Conversation View and you will be able to view your communication as threaded messages.</p>
2203	Forgot Password	<p>If you are unable to remember your password, tap the Forgot Password link on the member sign in screen. Type your registered email address and we will send you a password reset link that allows you up to 24 hours to reset your password.</p> <p>If you miss the grace period, you must submit the request again.</p>
2201	How to Sign In	<p>To sign into the Match application, you must enter your registered email address and password. If you have forgotten your password, tap the Forgot Password link and then enter your email address.</p> <p>We will send you a password reset link to your registered email address. The reset password link expires after 24 hours.</p>

Answer ID	Summary	Answer
2205	How to Add a Photo	<p>Whether you're a new member or simply want a fresh look, uploading photos can be done quickly and easily.</p> <p>To add a photo, tap the three line icon at the upper left hand corner of your screen to open the navigation display and then tap the My Profile icon. On the My Profile screen, tap the Add Photos button. A pop-up appears allowing you to add new photos by tapping either the camera so you may take a new picture, or by tapping the gallery so you may add existing photos.</p> <p>Once you have selected a photo to upload, there will be an optional section to add a caption. You can add the caption immediately or return to the photo at a later time.</p> <p>Be sure to tap the Send for Approval button so the photos are sent to Match for review.</p>
2206	How to Delete a Photo	<p>If you'd like to edit a photo you have posted on your profile, first tap the three line icon located at the upper left hand corner of your screen to open the navigation display and then tap the My Profile icon.</p> <p>On the next screen, tap the Manage Photos button and then locate and tap the photo you would like to delete.</p> <p>You must then tap the three bullet icon located in the bottom right-hand corner of your screen and then tap the Delete This Photo button.</p> <p>A pop-up appears confirming you would like to delete the photo. If you are sure you would like to delete that particular photo, continue by tapping the Delete button.</p>
2207	How to Add a Caption	<p>In order to edit a photo's caption, first tap the three line icon located at the upper left hand corner of your screen to open the navigation display and then tap the My Profile icon.</p> <p>On the next screen, tap the Manage Photos button and then locate and tap the photo you would like to caption.</p> <p>You must then tap the three bullet icon located at the bottom right-hand corner of your screen. Tap the Add Caption button, which opens and allows you to add text.</p> <p>To complete the request, make sure you tap the Submit button.</p>
2208	How to Delete a Caption	<p>In order to delete a photo's caption, tap the photo you would like to remove the caption from and then tap the three bullet icon located at the bottom right-hand corner of your screen.</p> <p>Tap the Delete Caption button, which opens and allows you to click the Delete button to complete the request.</p>
2175	How to hide your profile from a member who was visible after purchasing Private Mode	<p>If you are currently appearing visible to another match after purchasing Private Mode and you wish to appear hidden to him/her, you must block them from communicating with you.</p> <p>Blocking prevents the match from being able to further communicate with you on the site.</p> <p>Blocks are initiated immediately and we never notify the other member of this change.</p>
2176	What type of communication unblocks Private Mode?	<p>To appear visible for a potential match, you must communicate or show interest in one of the following ways:</p> <ul style="list-style-type: none"> -> Add the profile as a Favorite -> Accepting an Event Invite -> Chatting -> via Instant Messenger -> Game Night or matchPhone Initiation -> Like or Like & Comment on their photo or DateSpark Idea -> Sending or Listening to a Voicemail -> Rating a member via Daily Matches -> Responding to a Match Me (Put me in) request -> Send the member an email -> Send a Wink <p>Once the communication is sent you will be visible so the member may respond.</p>
2178	What happens if I look at someone's profile while in Private Mode but choose to not auto-renew when the current subscription expires?	<p>If you visit a profile while in Private Mode but choose to discontinue the service at a later time, you will appear within the Who's Viewed Me list once your profile is visible.</p> <p>If you are concerned with appearing on the Who's Viewed Me list, we recommend you purchase Undercover.</p>
2179	Can I purchase renewable add-ons when my subscription is billed through the Apple iTunes store?	<p>Unfortunately, you are unable to purchase Private Mode if your subscription was bought in the Apple iTunes store.</p> <p>If you would like to enjoy this feature you must wait until the current subscription expires and then purchase via the Match website.</p> <p>While subscribing on the Match website, you will have the ability to purchase Private Mode for the duration of your subscription.</p>
2181	Subscription Add-Ons	<p>To complement your Match subscription, we offer several add-on features that may enhance your site experience:</p> <ul style="list-style-type: none"> -> Email Read Notification -> Highlighted Profile -> First Impressions -> matchPhone -> Private Mode -> Reply for Free <p>You can add the features during your initial subscription purchase or any time after the subscription processes for a prorated fee.</p> <p>The features will auto-renew along with the subscription for the length of the selected package.</p> <p>Unfortunately, these features are not available for members who subscribe to Match via the Apple iTunes store.</p> <p>Click to learn more about Email Read Notification</p> <p>Click to learn more about Highlighted Profile</p> <p>Click to learn more about First Impressions</p> <p>Click to learn more about matchPhone</p> <p>Click to learn more about Private Mode</p> <p>Click to learn more about Reply for Free</p>

Answer ID	Summary	Answer
2192	How do I use the Starbucks® locator within my invitation?	We've made the planning process easier by allowing you to locate a Starbucks directly from your invitation. To find locations near you, click the Find a Starbucks Near You button in the invitation and then enter the desired zip code. Keep in mind, the locator only searches one zip code at a time. If you are trying to find the best location for both parties, a separate search will need to be performed for each member's zip code.
223	Online Dating Safety Tips	When meeting new people online or otherwise, of course you should always take steps to protect yourself. To help, we provide Online Dating Safety Tips we strongly encourage that you review and live by. Included in these tips are the following: Information to help you avoid fraud, including online scams Practical tips on guarding your privacy and anonymity until you feel comfortable Precautions to take when meeting offline for the first time Special considerations when arranging long-distance meetings In addition, we'd like to point out another great resource. Because of the threat online scams pose, the U.S. Federal Trade Commission has released its own suggestions on how users of online dating sites can protect themselves. We strongly recommend reviewing this information here. If you believe you have encountered someone using our site for inappropriate purposes, click the appropriate button to report the user. We strongly encourage that you report the user to the appropriate authorities as well.
1171	Online Dating Safety Tips	When meeting new people online or otherwise, of course you should always take steps to protect yourself. To help, we have provided Online Dating Safety Tips we strongly encourage that you review and live by. Included in these tips are the following: Information to help you avoid fraud, including online scams Practical tips on guarding your privacy and anonymity until you feel comfortable Precautions to take when meeting offline for the first time Special considerations when arranging long-distance meetings In addition, we'd like to point out another great resource. Because of the threat online scams pose, the U.S. Federal Trade Commission has released its own suggestions on how users of online dating sites can protect themselves. We strongly recommend reviewing this information here. If you believe you have encountered someone using our site for inappropriate purposes, click the appropriate button to report the user. We strongly encourage that you report the user to the appropriate authorities as well.
2240	How to change my location (city, state and/or zip code)	Moved or Traveling to a different location? You can change/update your city, state or zip code at any time. Click the gear icon and then select Settings from the drop-down menu. On the Account Settings screen, click the Location link, and enter your new location. Click Continue to complete the request and start receiving new matches in your new location.
2239	How to Deactivate (Delete) your subscription	Have you met someone? Need to take a break? You can deactivate your account and return to the site within 180 days of deletion. To deactivate your account, you must first cancel your subscription. Click the gear icon from the header and then select Settings from the drop-down menu. On the Account Settings screen, click the Change/Cancel Membership link. This process includes several steps. Before exiting the site, make sure you see a confirmation page that includes today's date and your username. On the confirmation screen, click the Hide Profile/Deactivate My Account link to delete your account. Once you complete the deactivation steps, your profile will be inaccessible to anyone except you (if you choose to reactivate it). After completing the process you will receive two emails. The first is your cancellation confirmation and the second is your deactivation confirmation, which indicates both requests are complete.
2241	How to access your account status	Not sure when your subscription ends? Want to determine if you are currently subscribed? You can determine your status in a number of ways. 1. If you are seeing the Subscribe button or the subscription rate card, you are currently a free member. 2. If the button does not appear, you currently have a paid subscription. To check the time remaining, click the gear icon in the header and select Settings from the drop-down menu. On the Account Settings screen, click the Subscription Status link. Details about your subscription package and premium services will be displayed. You can also make changes on this screen by clicking the applicable links. For example, you can update your credit card information, add new features or upgrade your current package for your next subscription term.
2248	I need assistance updating my Account Settings.	Frequently Asked Questions If you have any questions, please visit our Help Center for more information. If you are having trouble logging in, please visit our Help Center for more information. If you are having trouble with your account, please visit our Help Center for more information. If you are having trouble with your subscription, please visit our Help Center for more information. If you are having trouble with your profile, please visit our Help Center for more information. If you are having trouble with your settings, please visit our Help Center for more information. If you are having trouble with your account, please visit our Help Center for more information. If you are having trouble with your subscription, please visit our Help Center for more information. If you are having trouble with your profile, please visit our Help Center for more information. If you are having trouble with your settings, please visit our Help Center for more information.

Answer ID	Summary	Answer
2245	How to reset my password	<p>Want to change your password? It's simple to do from our Account Settings screen.</p> <p>Click the gear icon located in the header and then select Settings from the drop-down menu. On the Account Settings screen, click the Sign Up Information link. Enter your date of birth and current password then click enter. On the next page, click the Change Sign Up Info button and type your new password into the field that currently contains asterisks (*).</p> <p>Your request is not complete until you click the Continue button which sends a password reset confirmation email to your registered email account.</p>
2247	I had to use an old email address to get logged in, can I change it?	<p>New email address? Or just prefer to use a different email address? No worries, we've got you covered.</p> <p>Click the gear icon located in the header and then select Settings from the drop-down menu. On the Account Settings screen, click the Sign Up Information link. Enter your date of birth and current password then click enter. On the next page, click the Change Sign Up Info button and then type your new email address into the field that contains your old email address. This may require you to type into a field that contains asterisks (*).</p>
2249	Help! I need assistance with signing into my account.	<p>Your request is not complete until you click the Continue button which sends a confirmation email to your registered email account</p> <p>Frequently Asked Questions &#160;</p> <p>&ltrn;answer_xref style="TEXT-INDENT: 0in; contents="Forgot your password?" answer_id="2244" target="_blank" /&gt;</p> <p>&ltrn;answer_xref style="FONT-SIZE: 10pt; FONT-WEIGHT: normal; TEXT-INDENT: 0in; contents="How to reset my password" answer_id="2245" target="_blank" /&gt;</p> <p>&ltrn;answer_xref style="FONT-SIZE: 10pt; FONT-WEIGHT: normal; TEXT-INDENT: 0in; contents="My reset link doesn't work, what now?" answer_id="2246" target="_blank" /&gt;</p> <p>&ltrn;answer_xref style="FONT-SIZE: 10pt; FONT-WEIGHT: normal; TEXT-INDENT: 0in; contents="I had to use an old email address to get logged in, can I change it?" answer_id="2247" target="_blank" /&gt;</p>
2250	How to hide/unhide my profile?	<p>Not sure how to hide or unhide your profile? No problem. We can help!</p> <p>Click your photo thumbnail in the header and then select Settings from the drop-down menu. On the Profile Visibility screen, click the Visible (to unhide) or Hidden (to hide) radio buttons. Your profile visibility adjusts immediately, so make sure you are ready for the change!</p>
2251	Can others see me when I'm hidden?	<p>Recently updated your profile visibility to hidden? Not sure if others can see your profile? We've got the answer!</p> <p>When you hide your profile, it's no longer visible on the site, will no longer appear in search results and will not be accessible to previous connections on the site.</p> <p>However, if you previously communicated with another member via email, they will be able to reply to you from their external email client.</p>
2252	What is Private Mode?	<p>Are you a private person? Do you like the idea of being seen by only those members who interest you? If so, Private Mode is for you.</p> <p>This feature allows you to search and view profiles in complete privacy. If you find a match, reach out to him/her by Winking, Favoriting, etc., which makes your profile visible to them.</p> <p>Private mode may be added to any current paid subscription, however, it may not be purchased as a standalone.</p>
2258	How to turn off automatic billing or cancel your subscription?	<p>Auto-Renewal on your mind? You can stop automatic billing while continuing to use the features you've already paid for until your current subscription expires.</p> <p>To stop automatic billing, click the gear icon located in the header and then select Settings from the drop-down menu. On the Account Settings screen, click Change/Cancel Membership. This process includes several steps, so before exiting the site, make sure you see a confirmation page that includes today's date and your username. After completing the process, you will receive an email confirmation that contains the same details and indicates the request is complete.</p>
1635	About Me - Explained	<p>The most important factors to remember in the About Me section of your profile:</p> <p>There is a 200 character minimum.</p> <p>If your profile is appearing in the About Me section, but is not displaying for other members to see chances are that your profile has not been approved. We may reject profiles that contain any of the following:</p> <p>Abusive language of any kind, including profanity, vulgarity, racism, illegal activity, etc.</p> <p>Any direct contact information, including email addresses, URLs, instant messenger IDs, phone numbers, full names, addresses, etc.</p> <p>Unauthorized use of copyrighted or trademarked material</p> <p>Business or political advertisements or solicitations</p> <p>Languages other than English or Spanish</p> <p>Material that exploits or solicits personal information from individuals under the age of 18</p> <p>Overt solicitation for sex or descriptions of sexual activity, anatomy, etc.</p> <p>Solicitation of multiple or additional partners</p> <p>Match.com does not accept content from:</p> <p>Incarcerated individuals</p> <p>Individuals under the age of 18</p> <p>You can check to see if your profile is rejected by tapping the navigation symbol in the upper left hand corner and then tapping My Profile. The status of your profile will appear underneath your username to the right of your Primary Photo</p>
2253	Help! I need assistance hiding or unhiding my profile.	<p>Frequently Asked Questions &#160;</p> <p>&ltrn;answer_xref style="TEXT-INDENT: 0in; answer_id="2250" contents="How to hide/unhide my profile?" target="_blank" /&gt;</p> <p>&ltrn;answer_xref style="FONT-SIZE: 10pt; FONT-WEIGHT: normal; TEXT-INDENT: 0in; answer_id="2251" contents="Can others see me when I'm hidden?" target="_blank" /&gt;</p> <p>&ltrn;answer_xref style="FONT-SIZE: 10pt; FONT-WEIGHT: normal; TEXT-INDENT: 0in; answer_id="2252" contents="What is Private Mode?" target="_blank" /&gt;</p>

Answer ID	Summary	Answer
1574	Daily Matches - Rating my matches	<p>Answer</p> <p>Our Daily Matches system is unique in that it takes your feedback and improves over time. This is why we have made it a requirement that you must rate your Daily Matches each day in order to receive new Daily Matches the next day (matches will update 23 hours after the rating occurs). Your profile also needs to be visible before you can rate your matches.</p> <p>Rating Yes</p> <p>If you say that Yes, you're interested, we'll send a message to the member you're interested in to let them know they caught your attention. If you'd like, you can access all the members who've sparked your interest in the Yes section of your Daily Matches. Just remember, though, that matches are removed from all Daily Matches lists after they've been there 180 days.</p> <p>Rating No</p> <p>If you're not interested, it's not a problem. We'll simply remove that member from your Daily Matches, and they won't show up again in the matches we serve you (and they'll never know you weren't interested). Do be careful, though. If you inadvertently select the No rating on a member's profile, the rating cannot be changed after it is submitted.</p> <p>Singled Out On any day where you receive a Singled Out match, you'll need to rate it before you can continue rating the rest of your Daily Matches. New matches will not appear until after you have rated your Singled Out match.</p> <p>Follow these steps to turn off your auto renewal on your iPhone:</p> <ol style="list-style-type: none"> 1. Launch the Settings app on your iPhone 2. Tap on iTunes & App Store 3. Tap on your Apple ID at the top of the screen 4. Tap View Apple ID from the pop-up menu 5. When prompted, enter your password, and then tap OK 6. Under Subscriptions, tap Manage 7. Tap the name of the subscription that you want to modify 8. Turn the auto-renewal option to Off 9. Tap Turn off on the pop-up to save your changes <p>If you would like further information or assistance, please contact Apple directly at: http://www.apple.com/support/itunes.</p> <p>"Block from Search," which appears on every profile page, removes the person from appearing in your searches, but does not communicate to the sender that you are not interested. "No Thanks" is a link that appears on all emails you receive on the Match site. If you click on it, it sends a brief "not interested" response to the sender, but does not necessarily remove them from searches. Please note that this link is not included on notification emails for winks, likes, etc. If you'd like the sender of an email to no longer appear on your Connections page, click on the x next to their profile to remove them.</p> <p>If the account number you used to subscribe with us is no longer valid, you'll want to update your information to make sure your subscription will renew properly. Since this information doesn't appear on the Match Android app, you'll need to update your billing information on the full website. To do this, just log in on your computer, go to "Billing Information" in your account options, select the "Subscription Status" link, and then select the "Update" link next to the Active Credit Card number.</p> <p>We're happy that the FAQs we suggested answered your question. As you requested, your question has NOT been submitted to our Customer Care team. If you clicked the "Yes, I'm Good" button in error, you can still seek further assistance using one of the links below:</p> <p>Click Here to go back to our Help section</p> <p>Click Here to go back to the Match Home Page</p>
2261	iOS app: How Do I Turn Off My Auto Renewal or Cancel?	
1281	"No Thanks" versus Block from Search	
1133	Updating Credit/Debit Card Information	
1854	We're Glad We Could Help!	

Answer ID	Summary	Answer
1118	Technical issues - clearing cache/cookies	<p>Clearing your browser's cache and cookies can resolve most browser related issues on our site. Included below are instructions for the most common browsers used on our site: &#160;</p> <p>To clear your cookies on your Android device (default browser):</p> <p>Open your browser</p> <p>Tap on the menu button on your device and choose Settings (you may first need to choose More)</p> <p>Scroll down if necessary and tap on Clear all cookie data</p> <p>Tap on OK</p> <p>Internet Explorer 11:</p> <p>Navigate away from Match</p> <p>Click on the gear icon in the top right corner</p> <p>Click on Internet Options</p> <p>Make sure you're on the "General" tab</p> <p>Under "Browsing History," click on Delete....</p> <p>Check the checkboxes for "Temporary Internet Files" and "Cookies," and make sure "Preserve Favorite Website Data" is unchecked</p> <p>Click on Delete</p> <p>Firefox:</p> <p>Navigate away from Match</p> <p>Click on the Firefox button at the top of the screen</p> <p>Hover over "History" and click on Clear Recent History...</p> <p>Click on the dropdown for "Time range to clear" and select Everything</p> <p>Click on the down arrow next to "Details" and make sure "Cookies" and "Cache" are selected</p> <p>Click on Clear Now, and close the Clear Recent History window</p> <p>Safari:</p> <p>Navigate away from Match</p> <p>Under the "Safari" menu, select Reset Safari</p> <p>Check Remove all cookies and Empty the cache</p> <p>Click Reset</p> <p>.....</p> <p>Please review the policies described in our Terms of Use, our Privacy Policy and our Dating and Safety Tips.</p> <p>*This feature is not available to members outside of English North America</p> <p>If you want to be notified whenever someone sends you a new email or Wink, just opt to receive SMS alerts on your mobile phone. It's easy to&#160;enable/disable text alerts or update the phone number listed.&#160;Just follow the steps below:</p> <p>Manning&#160;Text Alerts</p> <p>Tap the three line icon in the upper left corner of the handset</p> <p>Tap&#160;Settings: &#160;Help&#160;&#160;from the menu options</p> <p>Tap Manage text alerts</p> <p>Tap the Yes (enabled) or No&#160;(disabled)&#160;toggle to change update the alerts received</p> <p>Tap the pencil icon when updating your mobile number</p> <p>Tap Save to complete the updates</p> <p>Match does not charge for text alerts. Your carriers standard message and date rates still apply.</p> <p>To sign into Match, go to http://www.match.com and enter your registered email address, along with&#160;your password. If you have forgotten your password, click&#160;here and enter your email address. An email with your sign-in information will be sent to that email address.</p> <p>In some situations, you also have the option of linking your Match sign-in to your Facebook&#160;account. Click&#160;here for more information.</p>
1264	Terms and Privacy	
1483	Text Alerts - How They Work	
1229	Signing In	
1128	Searching for Members with Photos	<p>To search from the Match Android app for members who only have photos:</p> <p>Tap on the Search button on your device (on the device, not on the screen)</p> <p>Tap on the filter icon on the right of the screen</p> <p>Ensure the "Photos Only" button is green</p> <p>From the full website, simply check the box next to "With Photos" on the search form. Your results will only include members who fill your search criteria and have photos on their profile.</p>

Answer ID Summary
1526 Searching for Members with Photos

Answer
To search for member's with photo, complete the following steps:

Tap the three line navigation link
Select Search from the drop down menu
Tap Go Search and then the Filter button
Ensure the Photos Only toggle is set to Yes. If not, swipe left to right to update the setting
If necessary, tap Save to ensure the update is complete

1147 Removing Profiles From Search Results

As you explore our dating community, you're bound to find some members you can cross off your list. That's no problem. If you're a current subscriber, you're welcome to remove these members so you no longer see them.

On the Android App
When searching on the Android app, you can remove a member from your search results by tapping their profile picture and the three dot icon in the top right corner. Then, tap Remove from Search to remove the member.

On the Full Match Website
From the full Match.com website, you can remove a member from search by clicking on the "x" icon in the corner of their profile (when it appears in lists) or by clicking on the Block from Search link in their profile. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.

Undoing It
If you'd like to see a member in search results again, visit their profile. On the Android app, click on Restore to Search. If you're on the full website, it'll be Unblock from Search.

If you've been with us for a little while and happen to reach our current profile removal limit of 10,000, you may wish to visit the "Removed Profiles" page, which can be found on the full website (not available on the Android app). From the Home page on the bottom left side, click Removed Profiles. From there you can select the usernames you'd like to appear in search results again, and click on Show. You can also use the "Select All" feature to make all removed profiles visible again.

1129 Quick Search - Explained

On Match, search can be as simple or customized as you want to make it, and if you're looking for speed and convenience, there's no better tool than Quick Search.

From the home screen on the Match Android app, you can perform a search simply by tapping on the Search button on your device.

On the full Match website, our [Quick] Search option appears on the bottom right of the your Home page, and the left side of the Search page. Both allow you to quickly enter some general criteria, and have your results within seconds. Keep in mind that for the criteria not visible in the Quick Search box, your search will default to the settings used in your most recent search. You can change these settings by clicking the Custom Search tab to access the Search page.

1237 Profiles on Match - Explained

Your profile is your best tool for making a good first impression on potential matches. We strongly encourage that you complete a thoughtful profile and make it visible so you can start hearing from people! As you're building your profile or looking at others', you're bound to run into some questions. Refer to the list below for some of the most frequent issues we address on the subject.

Basic features and functions:

Click here for information on creating a profile
Click here for approval guidelines
Click here for instructions on how to edit an existing profile
Click here for answers to your questions relating to hidden profiles
Click here for how to see who has viewed your profile, or whether others see when you view theirs
Click here for information about ProfilePro
Click here for information about your Profile Counter
Click here for information about highlighted profiles
Click here if your question relates to photos

More information and troubleshooting:

Click here if a profile you're trying to view is "unavailable"
Click here if you'd like to delete your profile
Click here if your profile appears to be losing text you've entered
Click here for information about profile completion requirements
Click here for the ins and outs of searching for your own profile
Click here for information about the "New" label on some profiles
Click here if it looks like your profile is not appearing
Click here for an explanation of "Online Now" and "Active Within"
Click here if you'd like to control who sees your profile and photos

MatchPhone allows members to text, talk and leave voice messages while maintaining their anonymity. Click here for more information. On "answer_id="1244" contents="here" target="_new" /> for information about MatchPhone.

Answer ID	Summary	Answer
1146	Profile Creation	<p>About Your Profile</p> <p>The Match profile process is fun and simple. It contains questions about who you are, where you're from, the things that interest you, your lifestyle, and your background and values. It also asks you about your ideal match. All our #160 information helps form a great image of who you are and who you're looking for. Not only does this help potential matches understand you better, it also helps us provide you with better matches through our unique matching tools.</p> <p>Creating Your Profile When you open the Match App and are not logged in, you'll be prompted to create a new account. Simply walk through the questionnaire, and your profile will be set up as soon as your information is reviewed and approved.</p> <p>On the Full Match Website</p> <p>If you're on the full Match website, just sign in and click on your #160 primary photo thumbnail at the top of any page and start answering the questions. The profile survey is also where you can add a photo to your profile, which can get you up to 15 times more attention. Finally, whenever you're finished providing the information, just hit the Send for approval button.</p> <p>It only takes a few minutes, but if you don't have time, you can save portions of the profile and come back to them later. Just keep in mind that nothing gets posted until your entire profile is complete, including the "In My Own Words" section. And be careful when working on written sections - If you're writing for more than 45 minutes, you risk a session time-out in which your data could be lost. If you're going to be writing for a while, it might be best to do your typing in another application, then copy and paste it onto the profile form.</p> <p>Making It Good</p> <p>Remember, no one likes a boring profile. Have some fun with it. Be creative!</p> <p>If you want some good ideas for what to include in your personal description, view our #160 Sample Topics to help you decide what to write about. And if you're really serious about making your profile the best it can be, our #160 Profile Pro consulting service can help! You make it a winner!</p> <p>Approval Process</p> <p>Click #160 &#160; answer_xref style="text-indent: 0in;" contents="here" answer_id="10827" /> Click #160; for profile guidelines, and the timeline in which you can expect your profile to be reviewed.</p> <p>Editing Your Profile</p> <p>You can edit your profile whenever you want. Click #160; &#160; m:answer_xref style="text-indent: 0in;" contents="here" answer_id="12157" /> Click #160; for instructions on updating your profile data. Click #160; Click #160; &#160; m:answer_xref style="text-indent: 0in;" contents="here" answer_id="11497" /> Click #160; for information on updating vital information like your username, password, email address, birthdate, or location.</p> <p>&#160;</p> <p>Every time any Match member views your profile, whether they have a visible profile or not, we add that to your profile view counter. You can find the profile counter on the Home page of your account. The counter is displayed underneath your photo and will read "Viewed ___ Times".</p> <p>Click here for an explanation of why this number may differ from what you see in your "Who's Viewed Me" feature</p> <p>Click here to learn why your Profile Counter may register views even when your profile is hidden</p> <p>Every time any Match member views your profile, whether they have a visible profile or not, we add that to your profile view counter. You can find the profile counter #160; on #160; the Home page of #160; your account. The counter is displayed underneath your photo and will read "Viewed ___ Times".</p> <p>Click #160; &#160; m:answer_xref target="_new" contents="here" answer_id="1517" /> Click #160; for information on resetting your Profile Counter.</p> <p>Click #160; &#160; m:answer_xref target="_new" contents="here" answer_id="1457" /> Click #160; for an explanation of why this number may differ from what you see in your "Who's Viewed Me" feature</p> <p>Click #160; &#160; m:answer_xref target="_new" contents="here" answer_id="6647" /> Click #160; to learn why your Profile Counter may register views even when your profile is hidden</p> <p>Match is committed to protecting your privacy, whether you access Match from a desktop computer or from a mobile phone. If you use one of our mobile apps that includes our location search feature, we will not make your exact location available to other members. Please review the terms of Match's Privacy Policy for further information.</p> <p>Photos are really a big deal, and we strongly encourage you to post a number of them. As you're adding photos or just using the site, we recognize that you may run into some questions. Refer to the list below for some of the most frequent issues we address on the subject.</p> <p>Click here for information on the benefits of posting a photo</p> <p>Click here for instructions on adding photos</p> <p>Click here for instructions on editing and removing photos</p> <p>Click here for our photo-posting guidelines</p> <p>Click here for some of our photo tips</p> <p>Click here if your photo was approved as secondary-only</p> <p>Click here for information on the way your photo appears on our site</p> <p>Click here for instructions on changing which photo appears as your primary photo</p> <p>Click here for information on controlling who sees your profile and photos</p> <p>Click here if your photo isn't appearing in search results</p> <p>Click here for instructions on searching for members with photos</p> <p>Members can have up to 26 photos on their profile.</p> <p>Photos captions follow the same approval process as profiles.</p>
1255	Profile Counter	
359	Profile Counter	
80	Privacy and Location Searching	
1226	Photos on Match	

Answer ID Summary

1637 Photo Likes and Comments

Answer

From the Mobile Site
On the Match mobile site, when you see a photo that interests you, you can let the member know by giving a Photo Like. When you're viewing a photo, tap the thumbs up icon in the bottom right corner of the image.
If you'd like to comment on a photo, tap on the word bubble icon in the bottom right corner. You'll be able to type and send the comment from the pop-up screen that appears if you have a current Match.com subscription.
From the App
On the Match app, when you see a photo that interests you, you can let the member know by giving a Photo Like. When you're viewing a photo, tap the thumbs up icon in the bottom right corner of the image.

Unfortunately, you are not able to comment on a photo from the app. However, you are able to comment on a photo from our mobile site. Please access the mobile site from your handset or the full website from a desktop computer.

*Note: If you tapped "Like" by accident, there is no way to "unlike" or take it back. The good news is that you may have made someone's day by liking his/her photo!

1262 New Profile Design - Editing Your Profile

Editing your profile just got easier! To edit your profile, tap the three line icon in the upper left corner of the handset, tap My Profile, and tap Edit My Profile. The experience is very similar to editing your profile on the Match site.

Let's take a look at what you can do on the My Profile page:

Edit My Profile
This section allows you to edit information about you, your potential match, and your profile text.

Edit Communities
This section allows you to select a community that you are passionate about. Who knows - your match might be passionate about it too!

View My Profile
This section allows you to see what your profile looks like to others who pay you a visit.

Account Settings

This section allows you to change your visibility, find help topics, go to the full site, and sign out of our mobile site.

This feature helps you spot members who have recently joined Match. The "New" label stays on the profile for five days.

406 Profile - "New" Meaning

1152 Member Spotlight - Explained

Opening the door for a member spotlight could potentially result in a lot of great exposure for your profile. Spotlighted members may appear for specific purposes on Match or partnering sites. For example, you may have noticed advertisements with member photos on other websites we partner with such as Facebook or Classmates.com.

Profiles opted into the member spotlight can also be crawled by search engines like Google or Ask.com, and may appear in search results. Of course, what comes up in search results is only what you have made public in your profile, so it doesn't include any identifying information other than your photo.

Don't get this program confused with our premium Highlighted Profile feature we offer that results in added attention in normal areas of the site. Our Member Spotlight is a free service, but only a few of the members who have requested consideration actually appear in our ads and other spotlighted areas (we only have so many opportunities).

Of course, you'll want to consider your comfort level with the high-degree of visibility the Member Spotlight could potentially afford. It could result in a photo of yours being viewable by a large audience outside of our member community. Please know, however, that no matter where your profile may appear, personal information such as your name and contact information remains confidential.

To be considered for the Member Spotlight, you'll need to adjust your settings on the full Match website, not the Android app. Once logged in on the full website, just click on Profile in the top navigation bar, click on Settings, and select "On" in the Member Spotlight section. Be certain your profile is visible and your main photo is a clear, attractive shot of you alone.

To opt out, just select "Off" on the same page.

1305 Android App - Setting it up

*This feature is not available to members outside of English North America

With the Match.com Android application, you can access most of your favorite Match.com features on your Android device. You can search for matches in your area, wink at them, and communicate with them (requires a paid subscription). You can also add and view your Favorites and see who's viewed your profile (also requires a paid subscription). Plus, you can be notified immediately when other members communicate with you.

What do I need in order to start using the Match.com Android application? You will need an Android device running OS version 1.5 or above (to locate your OS version, go to 'Settings' > 'About phone' > 'Firmware version'), a data plan that gets you on the Internet, and enough memory to download the app. If all of that is in place, you can download the Match.com Android application and start using it right away.

How do I download the application? If your phone is supported, go to <http://m.match.com> on your Android device, and you'll be prompted to download the application.

You can also visit the Android Market and search for "Match.com" to find and download the application.

My Phone/Model isn't supported! We also have applications for other smartphone platforms, as well as browser-based access to Match.com supported on all mobile phones with Internet access. Visit <http://match.com/mobile> to learn more. You can also access Match.com by going to <http://m.match.com> on your device's browser and tapping on the Continue to matchMobile link at the bottom of the page.

Answer ID Summary
1306 Android App Using It

Answer

*This feature is not available to members outside of English North America
With the Match.com Android application, you can access most of your favorite Match features on your Android device. You can search for matches in your area, wink at them, and communicate with them (requires a paid subscription). You can also add and see your Favorites, as well as who's viewed your profile (also requires a paid subscription). Plus, you can also be notified immediately when other members communicate with you.

I installed the application on my Android. What do I do next? If you already have an account with Match or are a current subscriber, simply open the app and sign in. If you're new to Match.com, you'll be prompted to create a new account.

How much does it cost to use the Match.com Android application? The Match.com Android application is free to download and use. Most features, including the ability to wink at and search for other members, do not require a paid subscription. However, in order to communicate with other Match members as well as see who's viewed your profile, you will need to have a paid subscription.

How do I upload a photo? For instructions on how to upload a photo, click "TEXT-INDENT: 0in" answer_id="532" contents="here" target="_new" />: There's a section that specifically addresses adding photos using the Android App.

How does the location-search feature work? The location-search feature uses the GPS on your Android to determine your location. Your exact position will never be revealed to other Match.com members. The feature uses your location to deliver matches to you that are in your general area and can be turned off in your Search Basic Settings.

I have some feedback. Who should I contact? Please email your app-related feedback or feature requests (please, no support questions) to android.app@match.com.

The Match.com app is no longer available for the iPad and iPhone.

1488 matchMobile versus Text Alerts

*This feature is not available to members outside of English North America
matchMobile is the version of the #160 Match that displays in mobile browsers. #160; Text Alerts are text messages sent by Match to notify you when you have winks or emails. #160; We do not charge for either service, but your carrier's standard text-messaging rates and data plan fees still apply. Contact your carrier for details on those rates.

2258 Are you affiliated with uDate?

uDate.com is a dating tool we use to help you find the perfect dating site for your needs.
Once you register with uDate, and answer a few questions, you'll be redirected to the Match Group site that has the most potential of finding your perfect match.
On the selected site, you can enhance your profile and immediately begin searching for your ideal match.
It's free to sign up through uDate, however, you must be an upgraded member to enjoy premium features like email, and live chat.
If you get logged out, or aren't able to finish editing your profile, just log back into the site we chose for you with your registered email address - the information you entered is saved there.

2202 Auto Sign In Feature

Match's auto sign-in feature allows us to recognize you each time you visit our application which you need to enter your password with each visit.

If you close the application while you're signed in, you will be automatically signed in the next time you open the application. #160; #160;

To disable auto sign-in, simply log out of the application before exiting your session.

Answer ID Summary
568 Match BlackBerry Application - Getting Started

Answer
*This feature is not available to members outside of English speaking North America
Download the applicationIf your phone model is answer_xref title= "supported" target= " _self" contents=" supported" answer_id="567" /> , there are two ways to download the Match BlackBerry app. First, you can go to <http://www.match.com> on your BlackBerry browser , where you'll be prompted to download the application. Or, you can visit BB App World installed on your device, search for Match.com, and select Download.

Register or sign inIf you're already registered with Match or have registered in the past, you can use your registered email address and password to sign in to the Match BlackBerry application. If you're new to Match, you'll be prompted to register and create a new account. To increase your chances of success on Match, remember to upload your photos and complete your profile, using either the BlackBerry application or the full website.

Uploading photosIf your BlackBerry has a camera, you can easily upload photos that you take on your phone. Select My Profile and click on Upload Photos. This will prompt your BlackBerry to open your camera feature. Just snap a photo of yourself and upload it to your profile. This feature will also allow you to use any existing photos on your BlackBerry. Our Customer Care department will process your photo(s) and send you a confirmation email.

Approving the location-search feature
The location-search feature uses the GPS (or other positioning technology) on your BlackBerry to determine your location. Your exact position will never be revealed to other Match members. This feature simply uses your location to deliver matches to you that are in your area. Depending on the permission levels on your BlackBerry, after you sign in the app might ask for permission to use your current location. If you don't agree, we'll just base your location on the zip code entered during registration. You can also adjust this feature in your device "Settings" page.

Adjust security settings (If necessary)Due to security settings imposed by either your company (if you're using a company-issued BlackBerry) or by your carrier, you may be required to respond to multiple security permission prompts each time you start the application. Often these settings cannot be modified by you the user. In such cases, please contact your IT department or your carrier's customer support department to change the security settings to work around this issue. We are unable to change these settings for you.

Contact Us
Please email your questions, feedback or feature requests to blackberry.app@match.com (no support inquiries please).

Instructions for accessing your likes are slightly different depending on how you are accessing Match from your iPhone.
From the Mobile Site
To access all your likes from the mobile website, tap More located in the lower corner of your screen. Tap Likes to see a list of members whose photos you've liked with quick links to view the member's profile.
From the App
To access all of your likes from the app, tap the navigation menu in the upper left corner of the screen. Tap Connections and then tap Likes to see the list of members whose photos you've liked with quick links to view member's profile

1643 Likes Page

1121 Improving Matching Results

Every member goes through the dilemma of how picky to be with matching preferences. The broader your criteria, the more matches you'll get, but the narrower your criteria, the greater chance you'll like the ones you receive

We recommend adjusting your criteria over time to find the right balance. You can do this by signing into your account and following these steps:

On the Android app:

Tap the Me icon on the bottom right of the navigation bar
Tap View next to Profile Completed
Tap the pencil icon
One by one, choose the sections you'd like to edit, and make your changes
In each section, tap Save (or tap the X at the top of the floating page) when you're done

From the full Match website:

Click on your primary photo thumbnail in the top navigation bar next to the gear icon
Click on Edit in the section to the right of your photos
Make any necessary updates, and click Apply to save the changes.

An easy way to broaden your criteria is to make small changes to your age, height, or location preferences, or to adjust whether certain elements are "Nice to Have" or "Must Have." These small changes can often have big results.

My matches aren't following my stated preferences
Click here for more information if your matches aren't following your preferences.

Answer ID	Summary	Answer
1317	How to Subscribe + Payment Options	<p>We'd be delighted to have you as part of our subscriber community!</p> <p>To subscribe, you'll need to sign up&#160;for a free account (if you haven't already done so), then&#160;sign in and click on the&#160;Subscribe button on the home page.&#160;The screen will direct you to choose from our subscription packages, and then will walk you through the billing process.</p> <p>We currently&#160;accept payment by&#160;credit card or PayPal. You can also&#160;pay by mail using a check or money order.</p> <p>Credit Card</p> <p>Match happily accepts:</p> <p>American Express</p> <p>Discover</p> <p>JCB</p> <p>MasterCard</p> <p>Visa</p> <p>Diners Club</p> <p>Prepaid Credit Card</p> <p>We do accept prepaid cards on our site. The card issuer, however, may require that you register the card on their website first. Information and instructions on how to register your prepaid card should be listed on the back of the card itself.</p> <p>Most gift cards and pre-paid cards require you to activate them first.</p> <p>If the gift card has enough money on it when it is time to renew, the subscription will renew successfully. If there is not enough money on the card at the time of renewal, the renewal will not be processed. To avoid a lapse in your service, you may wish to subscribe with a card from which your account can be automatically renewed.</p> <p>Mail a Check or Money Order</p> <p>To request a subscription with a physical check or money order, please make your check or money order payable to Match (drawn on US funds only) and include your username, email address, and whether you'd like a three- or six-month subscription package.</p> <p>IMPORTANT: We do not currently accept payments by mail (physical checks or money orders) for one-month subscriptions, premium services, or promotional rates/discounted offers.&#160;&#160;</p> <p>When paying by mail, send your payment to the following address (mail delivery and processing time may take up to 14 days):</p> <p>Attn: Billing</p> <p>&#160;</p> <p>We'd be delighted to have you as part of our subscriber community!</p> <p>To subscribe, you'll need to sign up&#160;for a free account (if you haven't already done so), then&#160;sign in and click on the&#160;Subscribe button at the top of the screen.&#160;The screen will direct you to choose from our subscription packages, and then will walk you through the billing process.</p> <p>We currently&#160;accept payment by&#160;credit card or PayPal (*PayPal is not available to members outside of English North America.) You can also&#160;pay by mail using a check or money order.</p> <p>Credit Card</p> <p>Match happily accepts:</p> <p>American Express</p> <p>Discover</p> <p>JCB</p> <p>MasterCard</p> <p>Visa</p> <p>Diners Club</p> <p>Prepaid Credit Card</p> <p>We do accept prepaid cards on our site. The card issuer, however, may require that you register the card on their website first. Information and instructions on how to register your prepaid card should be listed on the back of the card itself.</p> <p>Most gift cards and pre-paid cards require you to activate them first.</p> <p>If the gift card has enough money on it when it is time to renew, the subscription will renew successfully. If there is not enough money on the card at the time of renewal, the renewal will not be processed. To avoid a lapse in your service, you may wish to subscribe with a card from which your account can be automatically renewed.</p> <p>Mail a Check or Money Order</p> <p>To request a subscription with a physical check or money order, please make your check or money order payable to Match (drawn on US funds only) and include your username, email address, and whether you'd like a three- or six-month subscription package.</p> <p>IMPORTANT: We do not currently accept payments by mail (physical checks or money orders) for one-month subscriptions, premium services, or promotional rates/discounted offers.&#160;&#160;</p> <p>When paying by mail, send your payment to the following address (mail delivery and processing time may take up to 14 days):</p> <p>Attn: Billing</p> <p>.....</p>
1476	How to Subscribe + Payment Options	<p>We'd be delighted to have you as part of our subscriber community!</p> <p>To subscribe, you'll need to sign up&#160;for a free account (if you haven't already done so), then&#160;sign in and click on the&#160;Subscribe button at the top of the screen.&#160;The screen will direct you to choose from our subscription packages, and then will walk you through the billing process.</p> <p>We currently&#160;accept payment by&#160;credit card or PayPal (*PayPal is not available to members outside of English North America.) You can also&#160;pay by mail using a check or money order.</p> <p>Credit Card</p> <p>Match happily accepts:</p> <p>American Express</p> <p>Discover</p> <p>JCB</p> <p>MasterCard</p> <p>Visa</p> <p>Diners Club</p> <p>Prepaid Credit Card</p> <p>We do accept prepaid cards on our site. The card issuer, however, may require that you register the card on their website first. Information and instructions on how to register your prepaid card should be listed on the back of the card itself.</p> <p>Most gift cards and pre-paid cards require you to activate them first.</p> <p>If the gift card has enough money on it when it is time to renew, the subscription will renew successfully. If there is not enough money on the card at the time of renewal, the renewal will not be processed. To avoid a lapse in your service, you may wish to subscribe with a card from which your account can be automatically renewed.</p> <p>Mail a Check or Money Order</p> <p>To request a subscription with a physical check or money order, please make your check or money order payable to Match (drawn on US funds only) and include your username, email address, and whether you'd like a three- or six-month subscription package.</p> <p>IMPORTANT: We do not currently accept payments by mail (physical checks or money orders) for one-month subscriptions, premium services, or promotional rates/discounted offers.&#160;&#160;</p> <p>When paying by mail, send your payment to the following address (mail delivery and processing time may take up to 14 days):</p> <p>Attn: Billing</p> <p>.....</p>

<p>Answer ID Summary</p> <p>2224 How do you add a Verification Badge?</p>	<div>Want to let other members know that you are who you say you are, while still remaining anonymous? It's easy with a Verification Badge!</div> <div>Add a Verification Badge</div> <ol style="list-style-type: none"> Log into the Match site Hover over the Primary Photo thumbnail in the upper right corner of the screen Select View/Edit from the drop-down menu On the Profile Edit screen, scroll to Verifications and then click Edit. Click the Verify button. Enter the corresponding information, and then click Verify Now. <div>Each badge is unique and requires separate steps for verification. Hide a Verification badge</div> <ol style="list-style-type: none"> Hover over the Primary Photo thumbnail in the upper right corner of the screen Select View/Edit from the drop-down menu Scroll to Verifications on the Profile Edit screen, click Edit and then click Hide <div>If you decide you want to unhide your badge simply click the Show button <code>&\#60;&\#160;&\#r n; answer_xref styl= "TEXT-INDENT: 0in" answer_id="2223"; contents="" here" target="" _blank" /></code>: to read more about Verification Badges.</div> <div>As a member of Match, you have the ability to hide your profile from view at any time, for any reason.</div> <div>Adjusting VisibilityTo adjust your visibility on your Match Android app, navigate to the&\#160;app's home screen, tap on the menu button on your device, choose Settings, and check or uncheck the box next to Profile is Visible.</div> <div>On the full Match website To adjust your visibility from the full Match website,&\#160;hover over yours&\#160;primary photo thumbna&\#160;in the top navigation bar, and&\#160;select Settings in the menu. On this page, you can set your profile status to "Visible" or "Hidden."</div> <div>Click&\#160;here&\#160;for more information on hidden profiles.</div>	<p>1183 Hiding My Profile or Making it Visible</p>
<p>1212 Hidden Profiles - Explained</p>	<div>There may be times, like when you start a new relationship, that you'll want to remove your profile from being visible to other members. Since that's why you're here in the first place, we make this as easy as flipping a switch. Of course, anytime your profile is hidden, it will not be displayed in search results. Since this reduces your chances of finding a match, we recommend only hiding your profile when you are taking a break or have met someone you are interested in.</div> <div>As a member of Match, you have the ability to hide your profile from view at any time, for any reason. Click on the links below for more information about the ins and outs of hidden profiles.</div> <div>Click here for instructions on how to adjust your visibility</div> <div>Click here for information on communicating with a hidden profile</div> <div>Click here for information on how our "Who's Viewed Me" feature deals with hidden profiles</div> <div>Click here for information on selective visibility</div> <div>Click here for information about cancelling your account (hiding your profile does not suspend your subscription or cancel your account)</div>	
<p>1447 Game Night</p>	<div>What is Game Night? Game Night is a fun feature available on certain nights in certain areas. You choose who you want to play with, and we provide a fun selection of games with a chat sidebar to help break the ice and spark conversation.</div> <div>How do I know when it's happening? If a Game Night is coming to your area, you'll get an email a few days ahead of time, and we'll include reminders&\#160;on your Match home page.&\#160;Games can be played&\#160;8-10 pm local time on scheduled nights.&\#160;If you log in during that time, we'll give you the option to either Join Game Night or continue on to the Site like normal.</div> <div>How does it work? Once you log in and indicate that you want to go to Game Night instead of the normal Match.com experience,&\#160;you'll be taken to the Games Lobby. Since you can only play games with others who are&\#160;participating in&\#160;Game Night, we'll give you a list of people who could potentially invite to play in your Recommendations list. If you get more invitations than you can handle at once, you can see a list of them in your Invitations list. And in your More Matches list, you'll see subscribers&\#160;of those you've already played with, those you've labeled as "Maybe Later," those who&\#160;have accepted your invitations and&\#160;are "Waiting to Play" as soon as you're ready, and those&\#160;who&\#160;have pending invitations to.</div> <div>After Game Night After Game Night, we'll email you a summary of your Game Night activity so you can get in touch with those you enjoyed interacting with. And, if you're a paid subscriber, members you played games with will appear in your Connections on your Match.com home page.</div>	

Answer ID	Summary	Answer
1366	Changing Username, Password, Email Address, etc.	<p>To update your account settings, you must complete the following steps:</p> <p>Tap the three line navigation link in the top right corner of the screen and select Account Settings. You can update the following information any time by tapping the Sign Up information page under your Account Settings. You will be prompted to re-enter your current password for verification:</p> <p>Username Password Email Gender Birthdate (we use your birthdate to figure out the age your profile displays) Location (City, State, Zip Code) Gender Seeking</p> <p>If you would like to update your profile and matching information, tap your profile thumbnail located in the top right corner of the screen.</p> <p>Trouble Updating an Email Address When updating your account information, remember that an email address can only be associated with one Match account. If your new email address is not being accepted, it may be linked to an account you set up in the past. Click on this link and enter the email address in question, and we'll send you information about this account.</p> <p>Trouble With Password If you are having trouble signing in, please click here.</p> <p>Changing Your Username When you update your username, all of the members you have contacted or maintain connections with will be provided with your updated username. When past emails or connections are reviewed, the new username will appear in place of the previous one.</p> <p>For clarification purposes, you may need to remind certain members of your old username if you have not been in contact in a while. However, if your profile and photos are still the same, most members will quickly figure out the changed username.</p>
351	First Impressions	<p>First Impressions is a premium service that ensures your profile is included in the first round of emailed matches sent to the newest members of Match in your area.</p> <p>For more information about First Impressions, sign in to your account, and:</p> <p>Click on the gear icon in the top navigation bar. Click on Subscription Status Click on Subscribe to additional Match Services</p> <p>To add the First Impressions premium service, you must first be an active Match subscriber. You can also choose to include this feature when you subscribe to a new package.</p>
1137	First Impressions	<p>First Impressions:</p> <p>First Impressions is a premium service that ensures your profile is included in the first round of emailed matches sent to the newest members of Match in your area. This feature can be added as part of a subscription package, or it can be added later. Since premium features aren't available to add on the Match Android app, you'll need to log into our full website to add First Impressions to an existing subscription.</p> <p>From the full Match website:</p> <p>Click on the gear icon in the top navigation bar. Click on Subscription Status Click on Subscribe to additional Match Services</p>

Answer ID	Summary	Answer
1149	Changing Username, Password, Email Address, etc.	<p>You can update the following information any time on the full®160 website (not available on the Android app):</p> <p>Username Password Email Gender Birthdate (we use your birthdate to figure out the age your profile displays) Location (City, State, Zip Code) Gender Seeking</p> <p>If you would like to update your profile and matching information, please click here.</p> <p>To®160 locate and edit information on the list above, simply log in on the full®160 website and follow these steps:</p> <p>Click on the®160 gear icon®160 on the navigation bar at the top of the screen Click on Sign Up Information (for your protection you may be required to re-enter your password) Click on the Change Sign-up Info button Make your updates and click on Continue</p> <p>Trouble Updating an Email Address When updating your account information, remember that an email address can only be associated with one Match account. If your new email address is not being accepted, it may be linked to an account you set up in the past. Click on®160 this link and enter the email address in question, and we'll send you information about this account.</p> <p>Trouble®160 With®160 Password If you are having trouble signing in, please click here.</p> <p>Changing®160 Your Username When you update your username, all of the members you have contacted or maintain connects with will be provided with your updated username. When past emails or connections are reviewed, the new username will appear in place.</p> <p>For clarification purposes, you may need to remind certain members of your old username if you have not®160 been in contact®160 in a while. However, if your profile and photos are still the same, most members will quickly figure out the changed username.</p> <p>A profile will remain in your Favorites list for 180 days or until you decide to delete it.®160 However, if at any time the member decides to hide their profile on the site, the full profile will no longer be available to view.</p> <p>On the Match Android app To remove a favorite from your list on the Match Android app: Click here for information about adding additional features or upgrading your subscription term Click here for information about how to cancel or resign your account Click here for information about auto-renewal Click here for information about redeeming our Match.com Guarantee</p> <p>From the Home screen, tap Menu and choose My Favorites Tap on the down arrow next to the member you want to remove from your list and choose Delete</p> <p>On the full Match website If you're on the full website, to remove a member from your favorites list,®160 hover over Connections at the top of your screen and choose My Favorites®160 from the drop-down menu.®160 Select the profile you'd like to delete by checking the box in the top-left corner and click on the Delete button.</p> <p>Click®160 here®160 for more information on Favorites</p> <p>To check the date your subscription is scheduled to renew or lapse, you'll need to access the full website rather than the Android app or mobile site. Once logged in on the full site, click on the gear icon in the top navigation bar, and click on Subscription Status (if you don't have an active subscription, this link will not appear). Your subscription End Date and Renewal Status information will be displayed on this page.</p> <p>Click here for information about adding additional features or upgrading your subscription term Click here for information about how to cancel or resign your account Click here for information about auto-renewal Click here for information about redeeming our Match.com Guarantee</p> <p>If you have paid for a subscription, but the Subscription Status link does not appear, make sure that you are signed into the right account. You might also want to verify with your financial institution that your payment was successful.</p>
1193	Favorites - Hidden Profiles	
1139	Checking My Renewal or End Date	

Answer ID	Summary	Answer
1204	Favorites - Adding/Removing a Favorite	<p>On the Android app</p> <p>To add a favorite from the Match Android app, simply tap on Add to Favorites on the member's profile.</p> <p>To remove a favorite from your list:</p> <p>From the Home screen, tap on Menu and choose My Favorites</p> <p>Tap on the down arrow next to the member you want to remove from your list and choose Delete</p> <p>On the full website</p> <p>To add a favorite to your list on the full Match website, simply visit the member's profile and click on the "Favorite him/her" link on the left side of the page. Remember, there is a maximum of 200 Favorites that can be saved, so you'll need to remove a match to open up a spot for a new one. In your search results, you can also add members to your Favorites by clicking the star button that appears next to a member's photo. When you favorite another member, they will be notified, and your profile will appear on their "Who's Favorited Me" list.</p> <p>If you'd like to remove a favorite from your list, click on My Favorites on the left side of the home screen, select the member you'd like to delete, and click on the Delete button. Favorites will be automatically removed from your list after 180 days.</p> <p>Click for more information on what happens when a Favorite hides their profile</p> <p>Click for more information on Favorites</p>
344	Considerations When Sharing a Computer With Others	<p>If multiple people use your computer, be aware that enabling the Match or Facebook auto sign in features could allow them access to your account. To turn off auto sign in, click the gear icon and then click the Auto Sign In link. Select Off and click Go to disable this feature. Also, you should consider disabling your Facebook auto sign in feature if you've linked it to your account.</p>
301	Custom Search - Explained	<p>Although we offer great matching features, such as Mutual Match and our Daily Matches, we understand that sometimes there's no replacement for a straightforward, customizable search.</p> <p>Performing a Search</p> <p>To perform a custom search, go to the Search page. The page will automatically populate results using the search parameters identified in your profile settings. There are a number of available search categories, so we help you keep your search organized by showing the current settings on the left side of the screen. To edit your search criteria, click the orange "edit" link next to the appropriate section. Make your selections and click Apply to modify your results.</p> <p>At the bottom of the screen, you can further refine your search by entering keywords or adding interests, Background/Values and Lifestyle selections. Just click each heading to display all available options.</p> <p>How to Save a Search</p> <p>Saving a search is easy. Simply click on the "Save Search" link below your search criteria, enter a name for your search and click Save Search. To perform a saved search later, locate the "Saved searches" box near the top of the Search page and use the dropdown menu to select the search you'd like to perform. This dropdown also appears in the Saved Searches box on the Home page.</p> <p>Adding Saved Searches to Emailed Matches</p> <p>You can have up to three saved searches sent to you regularly through Match.com by Mail. Simply check the E-mail me my matches box when saving your search. You can have up to three saved searches sent to you through Match.com by Mail.</p>
1126	Custom Search - Explained	<p>Although we offer great matching features like Mutual Match and our Daily Matches, we understand that sometimes there's no replacement for a straightforward, customizable search.</p> <p>On the Android App</p> <p>From your home screen on the Android app, you can perform a search simply by tapping on your device's Search button (on the device, not on the screen).</p> <p>Results will display based on your default preferences. You can change those preferences by tapping on the filter in the top-right of the screen.</p> <p>Although the app will save your preferences as the default for future searches, you'll need to access the full Match.com website to create multiple Saved Searches.</p> <p>On the full website</p> <p>To perform a custom search, go to the Search page. The page will automatically populate results using the search parameters identified in your profile settings. There are a number of available search categories, so we help you keep your search organized by showing the current settings on the left side of the screen. To edit your search criteria, click the orange "edit" link next to the appropriate section. Make your selections and click Apply to modify your results.</p> <p>At the bottom of the screen, you can further refine your search by entering keywords or adding interests, Background/Values and Lifestyle selections. Just click each heading to display all available options.</p>
1141	Email - Sending	<p>Once you have subscribed, you are free to email any of our members. To send an email to a potential match, visit their profile and tap on Email Him/Her.</p> <p>Some members have the option of sending Match email directly from their offsite email account. Click for more information about how to do that.</p> <p>Click for more information about emailing on Match</p>

Answer ID	Summary	Answer
1301	Daily Matches - Rating my matches	<p>Our Daily Matches system is unique in that it takes your feedback and improves over time. This is why we have made it a requirement that you must rate your Daily Matches each day in order to receive new Daily Matches the next day. Your profile also needs to be visible before you can rate your matches.</p> <p>Rating "Yes"</p> <p>If you say that "Yes," you're interested, we'll send a message to the member you're interested in to let them know they caught your attention. If you'd like, you can access all the members who've sparked your interest in the "You're Interested" section of your Daily Matches. Matches that are removed from all Daily Matches lists after they've been there 180 days.</p> <p>Rating "Maybe"</p> <p>If you're not sure about a Daily Match just yet, select "Maybe" and we'll save them for you to check out again later. Find them in the "Your Maybes" section of your Daily Matches.</p> <p>We are currently testing a new Daily Matches design that does not include a "Maybe" button. Feel free to send us your feedback regarding this change: we always appreciate hearing from you!</p> <p>Rating "No"</p> <p>And if you're just not interested, it's not a problem. We'll simply remove that member from your Daily Matches, and they won't show up again in the matches we serve you (and they'll never know you weren't interested). Do be careful, though. If you inadvertently select the "No" rating on a member's profile, the rating cannot be changed after it is submitted.</p> <p>Singled Out</p> <p>On any day where you receive a "Singled Out" match, you'll need to rate it before the match. You can continue rating the rest of your Daily Matches. New matches will not appear on the site until after you have rated the "Singled Out" match as well as ALL your other Daily Matches. Matches will update 23 hours after the rating occurs.</p> <p>Matches that are removed from all Daily Matches lists after they've been there 180 days.</p> <p>If the member states their Daily Matches do not respect their preferences click here to update your preferences. If you need to update your preferences, click here to update your preferences.</p>
1308	Not Receiving Notifications On-Site	<p>The success of Match is built around communication between members. For that reason, we try not to clutter your on-site inbox with our messages to you. Instead, when we need to update you about new email, links, and "You're Interested" notifications, we send those messages to you at your off-site email address.</p> <p>If you're not receiving these notifications, double-check the following:</p> <ul style="list-style-type: none">Make sure in your account settings that we have the right email address on file for you.Check your email preferences to see if you're signed up to receive notifications.Check with your email provider to see whether your notifications are being blocked or diverted to a Spam folder.
2177	Do I show in search results/can I be found by other members/show in daily matches after purchasing Private Mode?	<p>Username Search helps you to search for members by using their Match username. To search for a specific username from the Match.com Android app:</p> <p>From the Home screen, tap on the search button on your device (on your device, not on the screen)</p> <p>Tap on the filter icon in the top-right corner</p> <p>Tap on "Other Search Options"</p> <p>Enter the Username you're interested in and tap on Search</p> <p>To do the same thing on the full website:</p> <p>Go to the Search page by clicking the Search link</p> <p>Enter the username of the member that you're looking for</p> <p>Click on Go.</p> <p>If Username Search isn't finding the member you're searching for, it's possible that they've changed their username. You can perform a search based on the information you know. Otherwise, they've probably hidden their profile or cancelled their account. Either way, our privacy policies prevent us from revealing anything about their situation or contacting them on your behalf.</p>
1130	Searching for a Specific Member	<p>Password reset button not working? Has it been longer than 24 hours since you submitted a request to reset your password?</p> <p>If so, you will need to start the password reset process again. If not, did the email appear in your Junk or Spam folder? Try to move it to your Inbox or copy and paste the link into your browser, then start the process again.</p> <p>Still not working? Feel free to chat with our Customer Support team Monday thru Friday 8 AM to 5 PM Central Time. If your issue occurs after normal business hours, just send us an email and we will gladly assist you with this issue.</p>
2246	My reset link doesn't work, what now?	

Answer ID	Summary
2242	How to update your email notifications
2180	One-time Purchases Offered
1622	Favorites - Adding / Removing a Favorite
1221	Email - Sending & Receiving Offsite

Answer ID Summary

1115 Email Read Notification Feature

Answer

Email Read Notification is a great feature you can add for a small fee. It alerts you when a Match email you sent gets opened, no matter whether it was sent while signed into the site, or if you used our on-site emailing process.

How do I add this service to my subscription?

Premium features like Email Read Notification can only be added to your existing subscription from the full Match website. It cannot be added from the Android app.

If you don't have a subscription yet, simply subscribe, and there will be an option add this feature to your package. To add Email Read Notification to an existing subscription, sign in to the full Match website and follow these steps:

Click on the gear icon in the top navigation bar

Click on Subscription Status

Click on Subscribe To Additional Match Services

Follow the prompts to add Email Read Notification to your current subscription

How do I know if my messages have been read?

If you already have Email Read Notification, to see on the Android App whether your messages have been read, tap on your emails from your home page and tap on your Sent folder. Each email you've sent will either display the date it was read, or will show as "Not Yet Read."

Will other Match members know when I have opened a message from them?

If you receive an email from another Match subscriber who has purchased Email Read Notification, they will be notified of the date you opened the email. The Email Read Notification status is available on-site in the subscriber's Sent folder for 180 days.

I received a response to an email that I sent, but Email Read Notification is showing the message as "Not Yet Read."

In a few cases, for off-site email (i.e. Hotmail, MSN, AOL, Gmail, Yahoo! email), the recipient of the email must have images and HTML enabled on their email client in order for Email Read Notification to function properly. If the recipient of the email has text-only set for their email client, then the subscriber sending the email will not receive a "read" receipt from Email Read Notification.

Click here for more information about emailing on Match

1257 Winks - Explained

What is a wink?

A wink is a casual flirtation on Match. It is a simple way for another member to "break the ice" and let you know that they liked your profile. Once you've posted your free profile, you can wink at members from your Match.com Android app by tapping on the Wink for FREE button on their profiles (the same button appears on the full site as well). All members, regardless of subscription status, can send a wink, as long as their profile is visible.

How does it work?

Each time someone winks at you, we send you a message to let you know. If there's some mutual interest, you might want to wink back. Next step? Send an email!

You can wink at up to 50 different members each day (or every 24 hours), although you can only wink at each user once during a 30-day timeframe. We don't limit the number of people who can wink at you. Once you send a wink you can't "unwink" or retract it.

Managing your winks

To find the list of your winks from the last 180 days, visit your Home page and click on Winks from your inbox. Only the last 200 winks will appear.

On the full website, to delete a wink, simply click on the "x" in top-right corner of the wink box.

If you don't want to receive winks, you can turn off the notifications you receive in your email, although there's currently no feature to stop receiving winks altogether. To turn off notifications, adjust your preferences on the Email Preferences page. To get there, just click on the Account link in the top menu bar, and click on Email Preferences on the screen that appears.

1471 Same-Sex Dating

Absolutely. When you register, we ask if you are a man or woman, and thank whether you're looking for a man or woman. Just fill in the appropriate fields, and you're on your way.

Answer ID Summary

1312 "Singles in America" Study

Answer

- Q: What is the Singles in America study?
- A: The Singles in America study is the most comprehensive study of the single population. It looks at singles' behaviors, attitudes, feelings and activities across gender, age, ethnicity and sexual orientation.
- Q: How do you know this is the most comprehensive study?
- A: Match worked with a team of researchers to identify all academic literature and studies conducted on singles. There is no question that our study is the single most comprehensive and all-inclusive study of its kind that has been conducted in recent history.
- Q: Why did Match undertake this study?
- A: Match serves the single American and we do everything we can to ensure that we understand exactly who our customers are and how they are evolving. But with #160, 74 million singles in North America, we wanted to take a more thorough, academic approach to learning who this massive population is and what the macro-trends are in dating, relationships, marriage, etc. This study was designed to capture the broadest set of insights possible about singles in America today.
- Q: How was the study #160 carried out?
- A: Match works with an independent research firm to conduct the study, in which 5,000 single Americans take an online questionnaire each year. The study included singles ages 21 and up, who were asked more than 100 questions.
- Q: What will Match do with the results?
- A: With the guidance of our Scientific Advisory Board led by Dr. Helen Fisher, we have examined the results and released them publicly with the hope that it will spur further academic study of these "forgotten" Americans, create a benchmark from which we can continue to track the changing beliefs and behaviors of singles over time and provide Americans with a new understanding of the single people in their lives. Match will conduct #160 further study based on the results and will look at ways that these learnings can inform our product development.
- Q: What role did the Scientific Advisory Board play in the study?
- A: The scientific advisory board lent their expertise in many crucial areas - anthropology, biology, evolutionary studies, etc., to help develop the study and analyze the results. The results have also been published in numerous academic articles to help spread the research about single Americans.
- Q: What did you learn from the study? What were the major findings?
- A: There #160 are a number of major revelations in the study each year ranging from what it looks like to be single today, fundamental misunderstandings about men and women, and much more. You can find more details and insights about the results at www.singlesinamerica.com.
- Q: Did the study include gay and lesbian singles?
- A: Yes, the study #160 is inclusive of gay, lesbian and bisexual singles.
- Q: Is this an annual study?
- A: Yes, this is an annual study.
- Q: Will you do further research based on the findings?
- A: Yes, the findings from this study were vast and there are endless possibilities for further study. We plan to use the results as a basis for determining what areas of single life deserve a closer look.

1521 Free Membership vs. Subscription

Free Membership: What You Get
 Join for free and you can enjoy access to the largest online dating #160 community there is! As a free member #160 you'll be able to create a profile, post photos, conduct searches #160 send and receive winks, and benefit from our unique matching systems that sift through all the choices and deliver potential matches direct to you! Plus, you can also cruise the site and access your account from our mobile site or from our apps.

Membership: How to Do It
 To join for free please follow these steps:

Click on #160 this link to visit the sign-in page.
 Click on the Join For Free link below the sign-in box.
 Fill out the online registration form and click on the Continue button.
 You are ready to fill out your profile and get started on your search for a match!

Subscription: What You Get
 Subscribing #160 to Match gives you access to a growing set of tools-on our main site, mobile site, or any of our apps-that will help you find the relationship you want and deserve. As a subscriber, you can:

Receive and reply to messages from other Match subscribers #160;
 Send messages to Match members you are interested in
 See who has viewed or favorited (love'd) #160 your profile
 Connect faster with IM
 Keep track of all open Connections in one place - including those you've sent Winks to
 Remove members you're not interested in from your search results in order to make room for #160 other possibilities

Subscription: How to Do It
 To subscribe, you'll need to sign up #160 for a free account (if you haven't already done so), sign in and click on the #160 Subscribe button at the top of the screen. #160 The screen will direct you to choose from our < m:answer_xref title="subscription packages" answer_id="7" contents="subscription packages" target="_blank" /> #160 and then will walk you through the billing process.

Free Trial
 A free trial is a great benefit that allows you for a few days to enjoy the full range of subscription benefits. Click #160 < m:answer_xref title="here" answer_id="3" contents="here" target="_blank" /> for more information on free trial promotions.

Answer ID Summary

1125 Free Membership vs. Subscription

Answer

Free Membership: What You Get

Join for free and you can enjoy access to the largest online dating community there is! As a free member, you'll be able to create a profile, post photos, conduct searches, and receive winks, and benefit from our unique matching systems that sift through all the choices and deliver potential matches direct to your Plus, you can also cruise the site and access your account from our mobile site or from our apps.

Membership: How to Do It Opening the Match app without being logged in, you'll be prompted to register for a new account. Simply fill in the requested information, and your new account will be created. You can also sign up from the full Match website:

Go to the Match.com sign-in page.
Click on the Join For Free link below the sign-in box.
Fill out the online registration form and click on the Continue button.
You are ready to fill out your profile and get started on your search for a match!

Subscription: What You Get

Subscribing to Match gives you access to a growing set of tools—on our main site, mobile site, or any of our apps—that will help you find the relationship you want and deserve. As a subscriber, you can:

Receive and reply to messages from other Match subscribers.

Send messages to Match members you are interested in.

See who has viewed or favorited (liked) your profile.

Keep track of all open connections in one place – including those you've sent Winks to.

Remove members you're not interested in from your search results in order to make room for other possibilities.

Subscription: How to Do It

To pay for a new subscription on the Match Android app:

Click on Subscribe Now from your home screen under the "Email" heading.

Choose your package and follow the directions on the screen to complete your subscription.

To subscribe using the full Match website, sign in and click on the Subscribe button at the top of the screen. The screen will direct you to choose from our subscription packages. If the number of then will walk you through the billing process.

Free Trial

A free trial is a great benefit that allows you to enjoy the full range of subscription benefits for a few days. Click here for more information on free trial promotions.

2210 Top Spot Explained

Top Spot helps you to get more views by making sure your profile is included in the top 6 results of members looking for someone like you! You'll be featured there for 30 minutes. If the number of Top Spot results totals more than the 6 available spots, the site will randomly pick the profiles to be promoted in the search results.

When you're ready to be featured, you can purchase Top Spot for \$2.99. Your session will start as soon as your purchase is confirmed – so make sure you're ready for some attention right away!

During your session, you'll see a Top Spot Dashboard just below your site's main Menu. This will count down your session and show you photos of members who have you featured in their search results.

After your Top Spot session, you'll receive an activity summary via email. The summary displays the number of times your profile appeared in searches and shows some of the matches who saw you.

If you'd like to be featured again, there is no limit on how many Top Spot sessions you can purchase. However, each 30-minute session must end before you can buy another. You can purchase again by clicking the "Go Again" link in the summary email or by tapping the three-line navigation icon in the upper right corner of the application. Scroll down to Top Spot and then tap the Go Again button.

Please Note: You will not see yourself in search results if you run a search with criteria matching your profile settings. This is because we never show you your own profile as a match. But don't worry, your Top Spot purchase ensures that other members running the search are seeing you at the top of their results!

Answer ID Summary
1113 What is a free trial?

Answer

Receiving a Free Trial
A Free trial is a great way to test out our subscription benefits while you're thinking about purchasing a subscription. It allows you to use subscriber-only benefits for free, for a few days.

Free trial offers come periodically via email promotions sent to your personal email address (e.g., Gmail, Yahoo, Hotmail, etc.). So if you're interested, make sure you're being notified of Match's free trial offers. If you're on an Android device, you can opt in or out of email promotions when you visit our full website and use the instructions below.

Click on the gear icon in the navigation bar at the top of the screen.
Click on the Email Preferences link.
Ensure that you're signed up to receive Special Offers from Match

Redeeming a Free Trial
When you receive a free trial offer in your off-site email inbox, the message will include instructions for how to redeem it. In the process of setting up your free trial, you'll be asked for payment information, and you'll need to choose a valid subscription package that will automatically begin at the end of your free trial. But don't worry, this is just a convenient way to start your full subscription if you want to. If you decide you don't want to be charged, simply cancel your subscription before the free trial period ends.

I'm not eligible
If you've recently enjoyed a free trial, or you're tired of waiting for a promotion, just go ahead and subscribe! We're pretty sure you're going to like Match. The subscription screens will guide you from there.

To subscribe, click on the Subscribe button on your home screen. The subscription screens will guide you from there.

Receiving a Free Trial
A Free trial is a great way to test out our subscription benefits while you're thinking about purchasing a subscription. It allows you to use subscriber-only benefits for free, for a few days.

Free trial offers come periodically via email promotions sent to your personal email address (e.g., Gmail, Yahoo, Hotmail, etc.). So if you're interested, make sure you're being notified of Match's free trial offers. If you're on an Android device, you can opt in or out of email promotions when you visit our full website and use the instructions below.

Tap the three line icon in the upper left corner of the screen
Tap Settings & Help from the menu options
Tap Go to full site
Tap the gear icon in the navigation bar at the top of the screen
Tap on the Email Preferences link.
Ensure that you're signed up to receive Special Offers from Match

Redeeming a Free Trial
When you receive a free trial offer in your off-site email inbox, the message will include instructions for how to redeem it. In the process of setting up your free trial, you'll be asked for payment information, and you'll need to choose a valid subscription package that will automatically begin at the end of your free trial. But don't worry, this is just a convenient way to start your full subscription if you want to. If you decide you don't want to be charged, simply cancel your subscription before the free trial period ends.

I'm not eligible
If you've recently enjoyed a free trial, or you're tired of waiting for a promotion, just go ahead and subscribe! We're pretty sure you're going to like Match. The subscription screens will guide you from there.

To subscribe, access the full site and then tap on the Subscribe button at the top of the screen. The subscription screens will guide you from there.

1467 What is a free trial?

Answer ID	Summary	Answer
1208	Changing Your Age	<p>We calculate your age from the birthdate you entered in your account settings. If there is a problem with the way your age is displaying, you can update your information on the full website (not available on the Android app) by accessing the Sign Up Information page under your Account Settings. You will be prompted to re-enter your current password for verification.</p> <p>To locate and fix your birthdate and age, simply follow these steps from the full website:</p> <p>Sign in with your username and password</p> <p>Click on the gear icon on the navigation bar at the top of the screen</p> <p>Click on Sign Up Information (for your protection you may be required to re-enter your password)</p> <p>Click on the Change Sign-up Info button</p> <p>Make your updates and click on Continue</p> <p>Click here to learn how to update other important account information.</p> <p>Agents can also view and update this information in CSA. When the member's account is pulled up, click the Edit Info link. Agents can update all fields except the Password field.</p>
1628	Changing Your Age	<p>We calculate your age from the birthdate you entered in your account settings. If there is a problem with the way your age is displaying, you'll need to access the mobile site or full site from a computer.</p> <p>To update your birthdate using the Match mobile site, tap the three line navigation icon in the top right corner and then select Settings. Help from the drop down list and then tap Go to full site. Once on the home screen, tap the gear icon in the top right corner and then select Settings from the menu options. Locate Sign Up Information and then follow the steps for updating your information.</p>
1632	How to Sign Out	<p>To sign out of your Match account, please tap the three-line navigation link and then select Settings. Help from the drop down list. On the Settings screen, tap Sign Out located at the bottom of the screen.</p>
2204	How to Sign Out	<p>To sign out of the application, tap the three-line navigation icon in the top right hand corner of the screen, and then tap Sign Out located in the drop down menu.</p>
2211	Top Spot Multi-Packs - Remaining Sessions	<p>If you've tried Top Spot and found it to be successful, we encourage you to purchase 5 or 10 sessions at a time. The more sessions you purchase the deeper your discount. You can track your Top Spot sessions by tapping the three-line navigation icon in the upper right corner of the application. Scroll down to Top Spot and you will see the Go Again button with the number of remaining sessions in parentheses.</p> <p>All multipack purchases expire 90 days after purchasing and are non-refundable.</p>
1535	Automatic Sign-In	<p>Match auto sign-in feature allows us to recognize you each time you visit our site - eliminating the need to enter your password with each visit.</p> <p>There are two ways to enable/disable the Auto Sign-In feature when you visit the Match site:</p> <p>You can turn the feature on or off at any time by visiting the Auto Sign In page under your Account Settings. Set your preference and click on Go.</p> <p>If you select the "Remember Me" check box on the sign in page, it will also turn on auto sign-in. After you sign out, you can turn auto sign-in off by clicking on Turn off auto sign in below the sign-in area.</p> <p>Please note: If multiple people use your computer, the auto sign-in feature will allow others to access your Match account.</p>
1132	Automatic Sign-In	<p>Match's auto sign-in feature allows us to recognize you each time you visit our site - eliminating the need to enter your password with each visit.</p> <p>If you close the Match Android app while you're signed in, the app will automatically sign you back in the next time you open the app. To disable auto sign-in, simply log out of your account before closing the app.</p> <p>Full Match Website</p> <p>There are two ways to enable/disable the Auto Sign-In feature when you visit the full Match website:</p> <p>You can turn the feature on or off at any time by visiting the Auto Sign-In page under your Account Settings. Set your preference and click on Go.</p> <p>If you select the "Remember Me" check box on the sign in page, it will also turn on auto sign-in. After you sign out, you can turn auto sign-in off by clicking on Turn off auto sign-in below the sign-in area.</p> <p>Please note: If multiple people use your computer or device, the auto sign-in feature will allow others to access your Match account.</p>

Answer ID	Summary
1198	Sign In Information No Longer Works
1546	Sign In Information No Longer Works
1143	Cancelling Additional Features
1551	Cancelling Additional Features
1124	Blocking and Unblocking

[illegible]

Answer ID Summary

134. Editing or Removing Photos

Answer

Editing a Photo
If you'd like to edit a photo you have posted on your profile, simply make changes to the original on your computer, delete the one on your profile, and upload the new one.

Deleting a Photo
To delete a photo, click on your's160primary photo thumbnail in the top navigation bar, and click on Photos Click the X button in the top-right corner to delete it.

Replacing a Photo
To replace a photo, delete it and add a new one. For instructions on adding a new photo, click FONT-FAMILY: Verdana" target="_new" contents="here" answer_id="532" / .

We have other options that can help you with your photos!

Clear your Cache
If a photo appears in your profile even after you've deleted it, chances are you may need to clear your cache/cookies. For instructions on how to clear your cache/cookies, click FONT-FAMILY: Verdana" target="_new" contents="here" answer_id="49" / .

Change your Primary Photo
Have a photo you think makes a stronger impression? Click FONT-FAMILY: Verdana" contents="here" answer_id="126" / to learn how to change your primary photo.

Match's Primary Photo Philosophy
For information about how we decide which photos can be used as your Primary Photo, click FONT-FAMILY: Verdana" target="_new" contents="here" answer_id="124" / .

2281 Pay by Visa Checkout

126 Archiw Relinked 126 to 1122

Visa Checkout is a safe, simple and easy way to make purchases on line. It eliminates the need to carry your personal credit cards on your person at all times.

To use Visa checkout, please follow these steps:

- 1. After accessing your Match account, click the Subscribe button located on the Home screen header.
- 2. Select a package and then click the Continue button.
- 3. From the payment information screen, select Visa Checkout from the payment options.
- 4. Scroll down and agree to terms and conditions by clicking the Visa Checkout button.
- 5. Follow prompts to sign into your existing Visa Checkout account or set-up a new one.
- 6. Select the preferred Visa on file and then click the Pay button.

A confirmation will appear on the screen advising the payment was successful. This indicates the subscription is now active on the site.

2282 Synapse Removal

The Synapse feature has been removed and is no longer available on the site. We invite you to utilize some of our other Search options. Here are some of the Top Searches on the site:

Click FONT-FAMILY: Verdana" target="_new" contents="here" answer_id="550" / to Search for someone who matches your criteria and you match theirs. Click FONT-FAMILY: Verdana" target="_new" contents="here" answer_id="551" / to Search for someone who is looking for someone just like you.

Click FONT-FAMILY: Verdana" target="_new" contents="here" answer_id="302" / to Search for someone who is currently Online Now or Available to Chat.

Play around and try a variety of searches. You never know where you'll find your perfect match!

2294 Match Events - Explained

Match Events are activities held in local areas where you are invited to meet other members face-to-face.

Match Events are a low-pressure, fun way to mingle with other members in your area. We're facilitating various events and icebreaker activities at events around the country, so keep an eye out for details in your event description. Overall, we aim to provide a fun environment where it's easy to cross the room and start a conversation.

If you attend an activity-based event, your experience will tend to be more guided and facilitated.

You will be informed of events in your area by a personal invitation via email, along with a notification on our website. Our events fill up quickly, so if you receive an invitation, please RSVP quickly to ensure a reserved spot!

If you are invited to attend an event, you will be notified via email, website notification or mobile web. We can't promise that every member will be able to attend an event. The number of events can vary per month in a given market and we do not have events in all areas.

Invitees are selected based on geographic location, along with other age and gender preferences for the specific event.

You can see if an event is in your area by clicking the Events tab at the top of any Match page on your computer. You can also view events scheduled in other cities by clicking Change City at the top of your events page.

2295 Match Events - Invitation

Answer ID	Summary	
2296	Match Events - Cost	<p>Answer</p> <p>How much do Match Events cost?</p> <p>The cost associated with each event varies by event type. Please see the event details page for information on pricing.</p> <p>What is included in the cost for happy hour events?</p> <p>In most cases, drinks or food will not be provided at happy hours; however, check your event details for any specials provided for that particular event. You'll enjoy an exclusive space and the great company of other members like you.</p> <p>For activity-based events, if food and drinks are included, it will be shown on the event invitation.</p> <p>What happens if I need to cancel my RSVP?</p> <p>All paid event tickets are non-refundable.</p> <p>What happens if an event is canceled?</p> <p>In the case where we need to cancel an event, all members who RSVP'd would be notified via email and through the website. If a cost is associated with the event, refunds will be issued right away, but it may take 5-7 days for the funds to be returned to your financial institution.</p> <p>It's always smart to check the event page the day of your event to make sure there are no changes made to the event. If it has been canceled it will say This event has been cancelled and refunded</p> <p>If you are a vendor and #160 would like to host an event, visit http://www.match.com/hostevent/ and fill out the form. If you are a member, you can also access the form from the events main page. The events team will review your information and reach out to you if interested.</p> <p>What should I wear?</p> <p>First, you'll want to keep in mind the nature of the event, what you'll be doing, the weather, etc. In general, you can think of most events as smart casual. Some members come straight from work, while others may be in jeans, slacks or a casual dress. We encourage you to wear something you feel comfortable in given the type of event.</p> <p>Where should I park for the event?</p> <p>If you have questions about parking at the event, you should visit the event page for more information. If you still have questions or concerns, please check the venue's website or contact them directly.</p> <p>How can I see who else is going?</p> <p>While you cannot see attendees before the event, we publish a list of all the attendees on the site once the event has ended.</p> <p>To see the event attendees, go to the Events link located in the Match site header and look for your Past Events at the bottom of the page.</p> <p>On the page, you will be asked to indicate whether or not you attended the event and to fill out a brief survey. Once complete, you will see the attendee information for each event you attended.</p> <p>If I meet someone at an event that I'd like to keep communicating with, how should I go about providing my contact information?</p> <p>We encourage you to treat Match events like any other social situation. If you prefer to keep your personal information private for the time being, just share your username on Match instead!</p> <p>Will security be provided at the local events?</p> <p>Match does not provide additional security aside from what is already provided by the venue. We remind our members to keep the Match Dating and Safety Tips in mind for any type of social encounter. Please be sure to report any safety concerns to the event host and venue staff.</p> <p>How much of my information does Match share with event partners?</p> <p>Match respects your privacy. Your first name, last name initial, gender, and whether or not you are a member or guest are the only pieces of information we provide Match event partners. This information is used for check-in purposes only.</p> <p>The Activity Icon identifies a member's activity level on the site. You will be able to view this icon from a member's profile or from the Search page.</p> <p>The following activity status may appear on a profile when viewing from the iPhone App.</p> <p>Online Now: green dot Active within 24 hours: orange clock Active within 24 hours - 3 weeks: empty clock Active beyond 3 weeks: no icon</p>
2299	Match Events - Cancel	
2300	Host a Match Event	
2301	Attending a Match Event	
2303	Activity Status Icon - iPhone	

[illegible]

Answer ID Summary

2298 Match Events - RSVP

Answer

Do I have to RSVP before attending a Match event?

Yes. Due to our need to adhere to capacity constraints at each venue, you must RSVP to attend an event. In addition, if you are planning on bringing friends, you must have a friend's ticket for them. If you are eligible to attend an event, follow the prompts through your invitation to RSVP.

What happens if the event is saying it is full?

If the event is showing full, we are unable to assist you with an RSVP as we are limited to the capacity available at the venue. However, you should keep checking back. Many times, additional spots may be opened once we achieve an even balance of men and women. We post new events all the time and popular events are often ones we repeat in the future.

2297 Match Events - Friends

Most of the time, you'll be able to invite a limited number of friends (the number varies depending on the venue), although invites may become limited as the reservations fill up. Friends don't have to be Match members, and you'll be prompted to pay for and reserve tickets for yourself and your friends you choose to invite when you RSVP.

Pricing for paid events is determined by the venue and may be different for men vs. women. You just need to indicate how many friends of each gender will be attending. If an event is not sold out and you have not purchased the maximum number of friend tickets, you may purchase additional friend tickets after you've purchased your own.

2271 Match Events - MatchUps

MatchUps are member-created and member-hosted events, focused on bringing like-minded singles together over shared interests! All MatchUps take place in a public location.

Invitation

If you are invited to attend a MatchUp, you will be notified via email or website notification. The number of MatchUp events can vary per month and are currently available in San Francisco. You can see if something is available in your area by clicking the "MatchUps" tab in the Events section of the Match site.

Invitees are selected based on geographic location, age range and gender preferences for the specific MatchUp.

Cost

The cost associated with each MatchUp varies. Please see the MatchUp event details page for information on pricing and purchasing a ticket.

Friends

Most of the time, you'll be able to invite a limited number of friends (the number varies depending on the venue), although spots may become limited as the reservations fill up. Friends don't have to be Match members. You'll be prompted to reserve tickets for yourself and your friends when you RSVP.

If a MatchUp is not sold out and you have not reserved the maximum number of friend tickets, you may reserve additional guest tickets after you've reserved your own.

RSVP

Due to the need to adhere to capacity constraints at each MatchUp event, you must RSVP to attend. In addition, if you are planning on bringing friends, you must have a ticket for them as well.

Once you RSVP for a MatchUp, there is no way to cancel your reservation. If you have purchased a ticket or RSVP on a third-party site, you will need to contact that site for information on canceling and refunds. There is no guarantee of a refund to the host or attendees, as we are unable to control any purchases made outside of Match.

Steps after signing up

You should receive an email confirmation shortly after signing up, and if anything changes, you will receive an email update from Match. Check the MatchUps event page for any specific information you should consider before the event (what to bring, wear, etc.) and have a great time!

MatchUp Event Full

If the MatchUp is showing full, we are unable to assist you with an RSVP as we are limited to the capacity available at the venue or for the particular activity. Keep checking back. Many times, additional spots may be opened once we achieve an even balance of men and women.

If I meet someone at an event that I'd like to keep communicating with, how should I go about providing my contact information?

We encourage you to treat Match events like any other social situation. If you prefer to keep your personal information private for the time being, just share your username on Match instead!

Also, you can view the profiles of members who attended after the event is over on the Past Events page. To view this page, click the Events link in the Match header and look for your past events at the bottom of the page.

Why don't I see a specific member's profile on the Past Events page?

If you notice a profile of an attendee is missing from the Past Events page, it could either be because that member has chosen to hide their profile or they were a friend of another Match member. If they are a member, once they choose to make it visible again, it will appear on this page.

2202 Match Event - After the Event

Answer ID	Summary	Answer
2395	Pay with Amazon	<p>Would you like to pay for your Match subscription without providing us with your credit card information? Try Pay with Amazon.</p> <p>What is Pay with Amazon?</p> <p>Pay with Amazon is a simple and easy way to make purchases online without giving merchants your credit card number.</p> <p>Instructions</p> <p>To use this feature to purchase your Match subscription do the following:</p> <ol style="list-style-type: none"> 1. Access your Match account 2. Click the Subscribe button on the home page 3. Select your desired subscription package, and click Continue 4. Select the Pay with Amazon tab 5. Click the Pay with Amazon button to continue the purchase 6. Login to Amazon.com through the Match secure server screen pop 7. Click Okay to share your name and email address 8. Select your desired method of payment from the listed credit cards on your Amazon account 9. Click Subscribe Now <p>Subsequent Purchase Benefits</p> <p>Once you've used Pay with Amazon to subscribe with Match, you can use our 1-click payment option to purchase services to enhance your subscription, like Top Spot or Email Notifications.</p> <p>Please review the policies described in our Terms of Use, our Privacy Policy and our Dating and Safety Tips.</p>
47	Terms and Privacy	
96	Phone Number Privacy	<p>Privacy is our primary concern at Match, and because we&#160;respect your&#160;privacy, we would never reveal your number to anyone, nor use it for unsolicited marketing purposes. Your number will be used only to provide you with the service you've requested.</p>
120	Reporting Inappropriate Behavior	<p>At Match, we're serious about maintaining the integrity of our member community so you can have the best possible experience on our site.</p> <p>As a supplement to our own efforts, we've streamlined the process for members like you to report any suspicious activity they see. Simply click on the Report a Concern link, which can be found on every member profile and at the bottom of every email.</p> <p>When you report a concern, it is completely anonymous. We never share your information with anyone else, and no&#160;members will ever know who reported the concern.</p> <p>Once you click on the link, you have the option to select one of the available reasons.&#160;Depending on the reason selected, we may require you to submit text with your report describing what you have seen or experienced.</p> <p>Using the Report a Concern link bypasses our normal customer care team and sends your report directly to the people who handle these types of issues. Because of privacy policies, we aren't able to talk about the actions that may result, but this really is the fastest way to make sure that action is taken.</p> <p>Here are some examples of when you are encouraged to report another member:</p> <ul style="list-style-type: none"> If a member requests money If a member tries to sell you merchandise or services If a member tries to offer you a job or another "unique opportunity," especially in another country If a member's profile text or email claims they are not actually in the location their profile states (e.g., they are really in Russia or Nigeria) If a member's profile just does not add up (e.g., the photo doesn't match the information) If a member sends you harassing or offensive emails If you know a member is actually married (and not separated)&#160;or is a minor If you see an inappropriate profile or photos on the site, or if you receive inappropriate photos via email or text message If a member behaves inappropriately during or after meeting in person If a member violates any other Match&#160;policy
137	Uploading Additional Photos but no Main Photo	<p>If the first photo you upload meets the guidelines for a primary photo, it will be designated as your&#160;main&#160;photo. It's important to upload a primary photo first for others to see in search results. If none of the photos you upload&#160;meet the guidelines, they will be designated as secondary photos. Feel free to add up to 25 secondary photos to your profile, but we highly recommend you upload your primary photo first.</p>

[illegible]

Answer ID Summary

430 Accepting Cookies in Internet Explorer, Safari and on an iPhone or iPad

Answer

For optimal site performance, we recommend that cookies are enabled in your browser. To enable cookies in Internet Explorer, Safari or on your iPhone or iPad, follow the steps below.

Internet Explorer 11 Users:

1. Select the cog wheel in the upper right hand corner of your browser
2. Select "Internet Options"
3. Select the "Privacy" tab
4. Select "Advanced"
5. Check "Override Automatic Cookie Handling"
6. Click "OK"
7. Click "OK" once more

Safari Users:

1. Select "Safari" at the top of your screen
2. Go to "Preferences"
3. Select "Privacy"
4. Under "Block Cookies," select "Never"

iPhone or iPad:

1. Open your Settings app
2. Select "Safari"
3. Select "Block Cookies"
4. Select "Never"

472 Hidden Profiles - Explained

There may be times, like when you start a new relationship, that you'll want to remove your profile from being visible to other members. Of course, anytime your profile is hidden, it will not be displayed in search results. Since this reduces your chances of finding a match, we recommend only hiding your profile when you are taking a break or have met someone you are interested in.

As a member of Match, you have the ability to hide your profile from view at any time, for any reason. Click on the links below for more information about the ins and outs of hidden profiles.

[How to Hide Your Profile](#)

486 Search Results - View

Click

Answer ID Summary

590 Android App - Using It

Answer

*This feature is not available to members outside of English-speaking North America

With the Match Android application, you can access most of your favorite Match features on your Android device. You can search for matches in your area, wink at them, and communicate with them (requires a paid subscription). You can also add and see your Favorites, as well as who's viewed your profile (also requires a paid subscription). Plus, you can also be notified immediately when other members communicate with you.

I installed the application on my Android. What do I do next?If you already have an account with Match or are a current subscriber, simply open the app and sign in. If you're new to Match, you'll be prompted to create a new account.

How much does it cost to use the Match Android application?The Match Android application is free to download and use. Most features, including the ability to wink at and search for other members, do not require a paid subscription. However, in order to communicate with other Match members, as well as see who's viewed your profile, you will need to have a paid subscription.

How does the location search feature work?The location search feature uses the GPS on your Android to determine your location. Your exact position will never be revealed to other Match members. The feature uses your location to deliver matches to you that are in your general area and can be turned off in your Search Basic Settings.

I have some feedback. Who should I contact?Please email your app-related feedback or feature requests (please, no support questions) to android.app@match.com.

591 Cancelling/Resigning a Paid Subscription

Resigning

If you currently have a paid subscription and want to make sure you're not charged at the end of your term, you'll need to resign your subscription. To do this, please visit the Change/Cancel Membership page under your Account Settings (the gear icon).

For your security, you'll need to re-enter your password as part of this process.

Trouble signing in? self" contents="Click here" answer_id="420" /

Next, click the Cancel Subscription link. You'll be asked to choose a cancellation reason and click Continue Cancellation to proceed. After you resign your subscription, you can still sign in, and you'll be able to receive and respond to email messages through the rest of your subscription period. Once your subscription term ends, you'll lose those benefits, but your profile and photos will remain visible (unless you choose to hide them in your visibility settings. As a free member you will continue to enjoy free membership benefits, such as search and the ability to send and receive winks.

We'll also continue to send you Mutual Matches as long as you want to receive them - and as long as your profile remains active. If you no longer wish to receive Match.com by Mail, just turn it off under the Match.com by Mail page in your Account Settings

Deleting

If, for example, you've found a great match and want to make sure your information is taken down from our site completely, you can accomplish this by following the directions above to resign and hide your profile. Your information is stored in our database for historical and legal purposes only.

Suspending a Subscription

Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date).

588 iPhone App - Features

Features

With the Match iPhone application, you can access many of the same great features that are available on the full website. You can:

Search for matches in your area

Send and view winks and email

View your Matches, Connections, Favorites, Likes and everyone who's viewed your profile

Snap photos using your iPhone camera and upload them to your profile

Edit your profile

Modify your account settings

Purchase a subscription

The newest version of our app includes two new features, Stream and Mixer. Stream allows you to view fun photos of locals and easily send a Photo Like or message to the member. The matches you see under Mixer are members we think might be of interest to you. There are not formal matches - they're loosely based on your matching criteria, but not 100%. You can swipe to the right to send a Photo Like, or you can choose to do nothing by clicking the X at the bottom of the screen. We will provide 50 matches for you to view every day.

Please email your questions, feedback or feature requests to iphone.app@match.com.

[illegible]

Answer ID	Summary	Answer
617	Not Receiving Notification Emails On-Site	<p>The success of Match is built around communication between members. For that reason, we try not to clutter your on-site inbox with our messages to you. Instead, when we need to update you about new&#160;email, winks, "They're Interested", and even "No Thanks" notifications, we send&#160;those messages to you at your off-site email address.</p> <p>If you're not receiving these notifications, double-check the following:</p> <p>Make sure in your&#160;account settings that we have the right email address on file for you. Check your&#160;email preferences to see if you're signed up to receive notifications. Check with your email provider to see whether your notifications are being blocked or diverted to a Spam folder. Gmail users should check the Social and Promotions tab of your inbox, too.</p>
621	Email - Sending & Receiving Offsite	<p>Email is the heart and soul of how people connect on Match, so in an attempt to make it as convenient as possible, we've provided ways for you to receive messages directly from your personal email account without even having to sign in to our site!</p> <p>Receiving Messages</p> <p>When a new message is sent to you on Match, we'll let you know via the email address you registered with us. If you'd like to see the full message, please login to the Match site.</p> <p>Sending Offsite Emails</p> <p>Currently there is no way for&#160;you to send offsite emails using your&#160;Match email.&#160;</p> <p>If you'd like to get text alerts about messages sent to you, please click&#160;here to learn how to set this up.</p>
634	How to Cancel a Free Trial	<pre><script language="JavaScript" type="text/javascript" xml:space="preserve"> //<[CDATA[<!-- function displayDiv(div){ var group_name = "group_" + div; var img_name = "img_" + div; if (document.getElementById(group_name).style.display == "none"){ document.getElementById(group_name).style.display = "block"; document.getElementById(group_name).parentNode.style.width = "95%"; document.getElementById(img_name).src = "http://match.custhelp.com/rn/rmw/img/enduser/minus.gif"; }else{ document.getElementById(group_name).style.display = "none"; document.getElementById(group_name).parentNode.style.width = "200px"; document.getElementById(img_name).src = "http://match.custhelp.com/rn/rmw/img/enduser/plus.gif"; } } //--> //]]> </script>&#160;</pre> <p>If you currently have a free trial and want to make sure you're not charged at the end of your time, you'll need to resign your subscription. To do this, please visit the Change/Cancel Membership page under your Account Settings (the gear icon).</p> <p>For your security, you'll need to re-enter your password as part of this process. Then follow the directions to resign your trial.</p> <p>Keep in mind that resigning a free trial will immediately end your subscription benefits. If after resigning you want to turn your free trial (and potential for auto-renewal) back on, you can do so at the same "Change/Cancel Membership" page linked to above, as long as your trial period hasn't ended.</p> <p>*This feature is not available to members outside of North America - English Only</p> <p>When you set up your profile on Match, you may have been given the option to automatically use your Match details to create a free Chemistry account. If you checked the box for this option, an email was sent to you from Chemistry with instructions on how to complete your registration with them.</p> <p>Of course, if you want to&#160;receive full&#160;paid subscription benefits on Chemistry, you'll have to&#160;purchase a subscription there. We are not currently offering joint subscriptions for both sites.</p> <p>If you have questions or need to make changes to your Chemistry account, click here.</p> <p>For more information about our relationship with Chemistry, click here answer_xref answer_id="400" contents="here" target="_self" /&gt;.</p>
636	Chemistry - Receiving Emails	

Answer ID	Summary	Answer
644	Fake Winks and Emails	<p>Match does not send members misleading communications, including notifications, emails, or winks. However, sometimes you'll receive a message from a Match member, only to find out later that the member who contacted you has, for whatever reason, hidden their profile or may no longer have a valid account with us.</p> <p>Click &#160; for more information about why a profile might be unavailable</p> <p>Click &#160; for more information about why a profile might be unavailable</p>
645	Controlling Who Sees Your Profile and Photos	<p>Although you're free to adjust your profile visibility whenever you'd like, we don't currently have a feature that allows you to selectively hide or make your profile visible to specific members.</p> <p>For more information about how to hide or show your profile, click &#160;.</p>
647	Not Receiving Daily Matches	<p>You'll get a new set of Daily Matches around 23 hours after you've rated your last set of Daily Matches. Make sure to rate all of your matches! Not only will it trigger the new search for qualified matches, it helps us generate even better matches for you next time.</p> <p>The number of matches you receive may be different each day. If you see fewer than you were expecting, don't be discouraged! New members sign up daily, so rate your matches and check back tomorrow to see if we've found more for you. Or, try updating your profile information and preferences to increase your likelihood of getting more matches. For example, even small changes – like increasing age ranges by as little as one year, or regional preferences by as little as five miles – can really broaden your options.</p> <p>Daily Matches not changing? You must rate your Daily Matches each day in order to receive new Daily Matches the next day.</p> <p>For more information about our Daily Matches, click &#160;.</p>
650	Double Billing	<p>When you subscribe or your subscription renews, you may see one or more "extra" transactions pending on your account as a result of authorization attempts made to your card. Whether these authorization attempts appear depend on your financial institution's policies, and they should automatically drop off your statement once the real transaction has completed. Your financial institution can also confirm that no other actual charges have been made to your account once your subscription transaction is complete.</p> <p>If you see more than one posted transaction within a short period of time, please contact us using the options displayed on the right side of your screen so we can assist you.</p>
2424	Webinars - Explained	<p>Match Webinars are your go-to source for expert dating tips, guidance and encouragement. Delivered to you via online presentation, you can attend from anywhere you can connect to the web. Join us as we bring you top dating experts and coaches to support your dating success with Match and beyond.</p>
2426	Webinars - Recording	<p>A webinar recording link will be sent to the email address attached to your Match account approximately 24 - 48 hours after the live webinar event. The recording will be available for 30 days after it is emailed.</p>
2425	Webinars - Registration	<p>Within 2 business days of registering on Match, we'll send additional instructions to the email attached to your Match account (check your spam folder).</p> <p>In this email you will receive a URL link that directs you to register on the third-party webinar platform. You will not have to pay again, but you must complete this step in order to access the webinar.</p> <p>Please note, all Webinars are hosted online, not in-person. After completing your registration, you will be able to join the live event at the start date and time noted on the event page. The start time is based on the time zone selected on your account.</p>
2048	Cancelling, Resigning, Deleting, On-Hold, etc.	<p>We're sorry to hear that you are interested in resigning your subscription or canceling your account. We hope that it's because you met someone! Suspending a Subscription/On Hold Currently, suspending your subscription or putting it on hold for a few months isn't a feature we provide. If you need to take a break, though, we offer the option for you to hide your profile until you are ready to use the site again (your subscription will still renew or end on the same date).</p> <p>Cancelling If you are wanting to cancel, please take into consideration that once your subscription term expires, you won't have access to all the great features that you've become accustomed to, like sending and receiving messages, seeing who's viewed your profile and more!</p> <p>The way this works is different depending on whether you're currently a paid subscriber or whether you use a free membership account.</p> <p>If you are subscribed to Match via Apple's iTunes store, you will need to cancel through the App Store, or you may contact Apple using the following link: http://www.apple.com/support/itunes</p>

Answer ID	Summary	Answer
2049	Removing Profiles From Search Results	<p>As you explore our dating community, you're bound to find some members you can cross off your list. That's no problem. If you're a current subscriber, you're welcome to remove these members from view.</p> <p>How to Do It</p> <p>Anywhere you see that member's profile, you can remove him/her from view by scrolling to the bottom of the profile and then tap the Remove button. They will no longer show in your search results or in your other lists. And, of course, they won't know that you took this action.</p> <p>Un-doing It If you'd like to see the list of those you've removed, you can return to the removed profile and then tap the Restore button. If you decide you want to give a member another chance.</p> <p>You are able to remove up to 10,000 profiles. In the event, you are trying to remove additional profiles, you will receive an error. To correct the issue, you must access the full site from your handset or from a desktop computer so you may restore profiles on your current removed list.</p>
2070	Streaming Explained	<p>Streaming uses your mobile provider's location services to find matches near you. In order to ensure you are receiving matches in your current location, make sure your location services are turned on. If you prefer not to use the location services, we will continue to provide matches for you using your current profile default location.</p>
2071	Discover Explained	<p>Discover is the landing page for the Match application. Two menu options, Streaming and Mixing, allow you to interact with other members once you've logged into the app.</p> <p>For more information on Streaming, click here.</p> <p>For more information on Mixing, click here.</p>
2096	How to Sign Out	<p>To sign out of your Match account, simply tap the three-line navigation icon in the top left corner and then tap Help & Settings. Once you reach this screen, tap Sign Out in the top right corner.</p>
2098	Changing Your Age	<p>We calculate your age from the birthdate you entered in your account settings. If there is a problem with the way your age is displaying, you'll need to access the mobile site or full site from a desktop computer.</p> <p>To update your birthdate, use the Match mobile site or type www.match.com into your browser. Tap the three line navigation icon and then select Help & Settings from the menu options. From the Settings screen, tap Go to full site.</p> <p>On the full site, tap the gear icon in the top right corner and then select Settings from the menu options. Locate Sign Up Information and then follow the steps for updating your information.</p>
2099	Who's Favorited (Faved) Me - Explained	<p>Our Faved Me feature allows you to see who has shown interest in you and opens the door for that first connection. This tool is a benefit of a current, paid subscription.</p> <p>Instructions for accessing your Faved Me list are:</p> <p>Tap the three line navigation icon</p> <p>Select Connections from the menu options</p> <p>Tap Faves</p> <p>You can toggle between your Faved Me and My Faves list on this screen.</p> <p>If a free member favorited you over 180 days ago and your account is also in free member mode, you will be automatically removed from the member's Favorites list. The member will no longer appear in your "Who's Favorited Me" list the next time you subscribe.</p> <p>Click here for information on what happens with Favorites and Favoriting when your profile is hidden</p> <p>Click here for more information on Favorites</p>
2100	Favorites - Adding / Removing a Favorite	<p>To add a Favorite from the Match iPhone app, simply tap Add to Favorites or Favorite on the member's profile.</p> <p>Currently, there's not a way to remove a Favorite from the iPhone app. If you'd like to remove a Favorite from your list, you will need to access the full site from the mobile site or from a desktop computer. Once on the full site, visit your Favorites page and click the X in the top right corner of the member profile you'd like to delete.</p> <p>If your account is in free member mode, your Favorites will be removed automatically after 180 days.</p> <p>Click here for information on what happens when a Favorite hides their profile</p> <p>Click here for more information on Favorites</p>
2101	Favorites - Hidden Profiles	<p>For free members, a profile will remain in your Favorites list for 180 days or until you decide to remove it.</p> <p>Paid subscriber Favorites lists will not be purged automatically, but profiles can be manually deleted at any time from the app or from the full site on your phone's browser or a desktop computer. However, if a member on your list decides to hide their profile on the site, the full profile will no longer be available to view.</p>
2105	Hiding My Profile or Making it Visible	<p>As a member of Match, you have the ability to hide your profile from view at any time, for any reason.</p> <p>Adjusting Visibility</p> <p>To adjust your visibility on your iPhone, tap the three line icon in the top left corner of the home screen. Tap Help & Settings from the menu options and then slide the Visibility indicator left or right to choose your profile visibility.</p>

Answer ID Summary

2107 Captions - Explained

2115 Filtered Mail - Explained

Answer

At this time, adding or editing photo captions is not available through the iPhone app or through the mobile site. Please access the full site from your mobile phone or a desktop computer to add or edit captions on any of your photos.
Click «transl« style=«TEXT-INDENT: 0in« target=«_self« content=«here« answer_id=«1965« /« to review the steps for accessing the full site.

What is Filtered Mail?

Filtered Mail is a feature that allows you to clear your inbox of messages from members with certain dealbreaker characteristics.

For example, if you would not consider corresponding with a member from outside of your state, you can set up a filter that will send any messages from these members into a separate folder. Filtered Mail on MobileOur iPhone app respects the email filters you created on the Match full site. However, they do not support updating or changing filters at this time. Feel free to access the full site from your phone's browser so you can make the necessary updates.

Click «transl« style=«TEXT-INDENT: 0in« answer_id=«1965« content=«here« target=«_self« /« to review the steps for accessing the full site.

Setting Up Filters
Once you access the full site, you must tap Messages from the main menu. From there you can set up as many as seven filters by clicking on Settings next to the Filtered Mail folder in your inbox. We will then prompt you to enter the profile criteria you would like to set up filters for. Remember, any filter you check will exclude all member profiles that include that criterion, no matter how well you match in other areas. So you'll want to use these filters carefully. To remove filters, simply return to your Filtered Mail settings and then uncheck the filters you wish to remove.

2116 Connections - Explained

Connections on your Navigation list is a benefit of your paid subscription that provides a single view of Match members you've interacted with. Members you interact with will be added as a Connection, whether they email or wink at you, if you get in contact with them, or even if you simply add them to your Favorites list. This will help you easily keep track of how recently you've been in contact and the last action taken with the potential match.
To view your Connections, tap Connections from the navigation list. The Connections list will have an option to view all connections and the ability to view your connections for each communication channel: Faves, Likes, Interested, and Winks. To view your Connections for each channel, tap on the desired category and the results will be displayed.
* Not all full site Connections are visible via the app.

2118 My Profile Isn't Appearing/Updating

If your profile is not reflecting the information you entered, there are a variety of possible explanations:

Your profile is appearing normally for everyone else, and will appear normally for you once you refresh your system cookies
Your profile is hidden
You haven't completed your profile
You tried to complete your profile, but took more than 45 minutes on a screen and experienced a session time-out
You tried to complete your profile, but it was not approved

More information on the above situations:

Hidden Profile

To verify if your profile is hidden, tap the three line icon. Select Settings «Help from the navigation list. Once there, you can verify if your profile is currently visible.

Contact Us

If you're pretty sure your profile is acceptable based on our guidelines, or if you're still not sure why your profile isn't displaying correctly, please contact us.

2119 Singled Out - Explained

About Singled Out Matches

Every now and then, we find someone who really stands out as someone we think you'll have a connection with. We single out this match for your consideration. Rating your Singled Out matches works the same as rating any of your other Daily Matches. Since it's the first of your matches, you'll need to rate it before you can continue rating the rest of your Daily Matches.

How We Find Them

To find these matches, we take into consideration everything you've told us about yourself and who you're looking for, and we learn from actions you take on the site. We put all this information together, and every once in a while someone comes along who seems to fit you better than the rest. These are the people we single out for you. We may not get it exactly right every time, but the more active you are on the site, the closer we'll get to finding a great match for you.

Frequency

Because these are matches we have especially high confidence in, we may not single someone out for you every day. But make the most of each one! As with your Daily Matches, they won't know you've received them as a match; you'll need to take the initiative to reach out and let them know.

If over time you find you aren't receiving many, or any, of these kinds of matches, it could be that your search criteria is too limiting. Making tiny tweaks (like adding just a few miles to the area you're willing to look for matches) can give great results. We also learn from everything you do on the site, so doing something as simple as sending a wink or rating your Daily Matches can help teach us how to find a great match for you.

Answer ID	Summary	Answer
2121	Changing Username, Password, Email Address, etc.	<p>Answer</p> <p>Unfortunately, you are unable to update these account settings from the Match application. To update your setting, please access the mobile site (www.match.com) from your iPhone or the full website from a computer to verify and/or update the information.</p> <p>Mobile Website: #160:</p> <p>Type www.match.com into your browser</p> <p>Tap the three-line icon in the upper left corner of your screen: #160:</p> <p>Tap Help & Settings, then select Go to Full Site</p> <p>Full Site (Desktop)</p> <p>Tap the gear icon located in the upper right corner of your screen: #160:</p> <p>Tap Settings from the drop-down menu</p> <p>Select Sign Up Information from the menu options</p> <p>#160:</p> <p>The Communication bar is designed to help you start conversations right now! You'll be provided with up to 20 online members available to IM or email. Just click the Chat icon in the top navigation bar to get started from any page.</p> <p>This section will expand automatically when you navigate to the Home page. You can hide this feature by clicking the Available to Chat heading.</p> <p>Matches within 50 miles of your zip code will be displayed first, and you may see a section with matches up to 250 miles from you at the bottom of #160 your list. If you see someone interesting, hover over their photo to see a condensed version of their profile. #160: Subscribers can use the #160: "Chat Now" or "Email Now" buttons to start a conversation. #160: To see the full version of the profile, click on the member's username.</p> <p>*This answer only applies to members who purchased a subscription through our iPhone app or #160 with an iTunes login</p> <p>If you subscribed to Match directly from your iPhone app, you may have noticed a lower subscription price was presented to you on the full website or via a promotional offer. Subscriptions purchased via the iPhone app automatically include our Email Read Notification Feature, which causes the price to be slightly higher than the basic subscriptions offered on our website.</p> <p>Additionally, purchases made through the app are not eligible for Match promotional offers because the billing is managed by Apple. If you wish to use a promotion in the future or purchase a basic subscription package, you may do so directly from our website after your current subscription expires.</p>
1932	In-App Purchase Pricing	<p>*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login</p> <p>The Match Guarantee, which offers 6 months free, is available on all 6-month subscriptions sold on our website or by a Care representative. Because Apple handles the billing for accounts sold through our iPhone app, we are unable to credit free time if the requirements are met. This means that 6-month subscriptions purchased via the iPhone app do not include the Guarantee.</p> <p>If you'd like to benefit from the Guarantee, you may allow your current subscription to expire and subscribe to a 6-month package directly on our website.</p> <p>If you have questions regarding your current billing, please contact Apple at: http://www.apple.com/support/itunes</p>
1933	Match Guarantee for In-App Purchases	<p>*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login</p> <p>If you subscribed via our iPhone app and you notice charges from both Apple and full site, this is likely due to a temporary lapse in the mobile app subscription. To cancel the in-app purchase, please contact Apple at: http://www.apple.com/support/itunes</p> <p>To complement your Match subscription, we offer several add-on features.</p>
1934	Billed by Apple and Match.com	<p>Star events are activities held in local areas where you are invited to meet other Match.com members face-to-face. Events are very popular, so we recommend you purchase a ticket quickly if you see an event that interests you.</p> <p>Top Spot helps you stand out from the crowd so your profile gets more views! Your Top Spot purchase moves your profile to the top 6 search results when members run a search for someone like you.</p> <p>Undercover allows you to view and Favorite profiles for 24 hours without your matches being notified. This feature is not available in all areas.</p>
1935	Add-Ons for In-App Purchases	<p>These features are not available for in-app purchase via iTunes. To add them to your account, navigate to our mobile full site and provide a credit or debit card for billing. The purchase is a one-time charge, so you don't have to worry about continuous billing.</p> <p>Unfortunately, the Highlighted Profile, First Impressions and matchPhone premium subscription features are not available for in-app purchase. If you'd like to purchase a subscription that includes them, you may allow your current subscription to expire and subscribe again directly on our website.</p>

Answer ID	Summary	Answer
1936	In-App Purchase Explained	<p>Match has joined forces with Apple so interested members can subscribe directly from their iPhones. This purchase is done via the Match&#160;app with your iTunes account, and your subscription and billing information will be managed by Apple. In-app purchase is only available on the latest version of our iPhone app, which requires iOS 7 to download.</p> <p>If you're seeing an error stating, "You're currently subscribed to this," &lt;rn:answer_xref style="TEXT-INDENT: 0in" target="_parent" contents="click here" answer_id="1930" /&gt;.</p> <p>For questions related to your in-app purchase billing, &lt;rn:answer_xref style="TEXT-INDENT: 0in" contents="click here" answer_id="1931" /&gt;.</p> <p>For more information on in-app pricing, &lt;rn:answer_xref style="TEXT-INDENT: 0in" contents="click here" answer_id="1932" /&gt;.</p> <p>For information about the Match Guarantee, &lt;rn:answer_xref style="TEXT-INDENT: 0in" contents="click here" answer_id="1933" /&gt;.</p> <p>For information on available add-ons, &lt;rn:answer_xref style="TEXT-INDENT: 0in" contents="click here" answer_id="1935" /&gt;.</p> <p>If you've been billed by both Apple and Match, &lt;rn:answer_xref style="TEXT-INDENT: 0in" contents="click here" answer_id="1934" /&gt;.</p> <p>&#160;</p> <p>The Summary screen allows you to&#160;review matches selected by Match for you as well as access&#160;popular features&#160;such as Email, Winks and Who's Viewed Me.&#160;</p> <p>*This feature is only available on the latest version of our iPhone app, which requires iOS 7 to download</p> <p>The matches you see under Mixing are members we think might be of interest to you. There are not formal matches - they're loosely based on your matching criteria, but not 100%. You can swipe to the right of the photo that appears to send a Photo Like, or you can choose to do nothing by clicking the X at the bottom of the screen. We will provide 50 matches for you to view every day.</p>
1938	Summary Explained	<p>&#160;</p> <p>The Summary screen allows you to&#160;review matches selected by Match for you as well as access&#160;popular features&#160;such as Email, Winks and Who's Viewed Me.&#160;</p>
1939	Mixing Explained	<p>*This feature is only available on the latest version of our iPhone app, which requires iOS 7 to download</p> <p>The matches you see under Mixing are members we think might be of interest to you. There are not formal matches - they're loosely based on your matching criteria, but not 100%. You can swipe to the right of the photo that appears to send a Photo Like, or you can choose to do nothing by clicking the X at the bottom of the screen. We will provide 50 matches for you to view every day.</p>
1941	Navigation Settings	<p>*This feature is only available on the latest version of our iPhone app, which requires iOS 7 to download</p> <p>In the top left corner of the iPhone application, you will see the navigation settings icon. When tapped, the navigation menu appears with the following options:</p> <p>Daily Matches</p> <p>Interested</p> <p>Top Spot</p> <p>Events</p> <p>Settings</p> <p>Each menu option will have numbered indicators to advise you of the new connections since your last login. Feel free to adjust your profile or account settings from this screen by tapping the corresponding options.</p> <p>*This feature is only available on the latest version of our iPhone app, which requires iOS 7 to download</p> <p>Your traditional email inbox is filled Messages in this application. When tapped, a list of profiles for matches you are emailing will appear.</p> <p>To read the conversation, tap the profile picture to display the &lt;rn:answer_xref style="TEXT-INDENT: 0in" contents="email thread" answer_id="1943" /&gt;.</p> <p>To return back to the list of profiles within Conversations, tap the Arrow at the top of the page.</p> <p>*This feature is only available on the latest version of our iPhone app, which requires iOS 7 to download</p> <p>Email threading allows you to see the original email message and any responses in the order they&#160;were sent and received.</p> <p>The date and time of the email appears, as well as a read receipt for messages you sent to the match.</p> <p>As an added bonus, we will also include the email conversation in the message screen when you are replying to an email.</p> <p>There is no way to remove the email threading feature because it is an original component of our app. But we hope it helps you quickly reference your previous conversations with your match so you'll always have something to say.</p>
1944	Email - Filters (Archived)	<p>*This feature is only available on the latest version of our iPhone app, which requires iOS 7 to download</p> <p>Our new application respects the email filters you created on the Match site. However, the application does not support updating or changing filters at this time.</p> <p>Feel free to access the Full Site from the application so you can make the necessary updates.</p>
1948	Inappropriate Behavior	<p>If you would like to report inappropriate member behavior, please scroll to the bottom of the member profile in question and then tap the Report button. Fill out the report and then tap Submit to complete the request.</p> <p>Please know Match&#160;will investigate the matter and then take appropriate actions based on our findings.</p>

Answer ID Summary

1945 Accessing the Match.com Full Site

1977 What is a free trial?

Answer

To access the full site from our mobile site (www.match.com), complete the following steps:

1. Tap the free icon in the upper left side of the handset
2. Select Settings & Help from the menu options
3. From the Settings page, tap Go to full site

Receiving a Free Trial a free trial is a great way to test out our subscription benefits while you're thinking about purchasing a subscription. It allows you to use subscriber-only benefits for free, for a few days.

Free trial offers come periodically via email promotions sent to you personal email address (i.e., Gmail, Yahoo, Hotmail, etc.). So if you're interested, make sure you're being notified of Match promotions by following these steps on the full website:

Click on the gear icon in the navigation bar at the top of the screen.

Click on the Email Preferences link.

Ensure that you're signed up to receive Special Offers from Match

Redeeming a Free Trial

When you receive a free trial offer in your off-site email inbox, the message will include instructions for how to redeem it. In the process of setting up your free trial, you'll be asked for payment information, and you'll need to choose a paid subscription package that will automatically begin at the end of your free trial. But don't worry, this is just a convenient way to start your full subscription if you want to. If you decide you don't want to be charged, simply cancel target = _parent / your subscription before the free trial period ends.

I'm not eligible

If you've recently enjoyed a free trial, or you're tired of waiting for a promotion, just go ahead and subscribe! We're pretty sure you're going to like Match.

To subscribe, click on the Subscribe at the top of the screen. The subscription screens will guide you from there.

1979 Same-Sex Dating

Absolutely. When you register, we ask if you are a man or woman, and then whether you're looking for a man or woman. Just fill in the appropriate fields, and you're on your way.

1988 How to Subscribe + Payment Options

 We'd be delighted to have you as part of our subscriber community!

To subscribe, you'll need to sign up for a free account (if you haven't already done so) Attempt communication with another member by tapping Messages located within the three line icon main menu. The screen will direct you to choose from our subscription packages, and then will walk you through the billing process.

We currently accept payment by credit card or PayPal (*PayPal is not available to members outside of English North America.) You can also pay by mail using a check or money order.

Credit Card

Match happily accepts:

American Express

Discover

JCB

MasterCard

Visa

Diners Club

Prepaid Credit Card

We do accept prepaid cards on our site. The card issuer, however, may require that you register the card on their website first. Information and instructions on how to register your prepaid card should be listed on the back of the card itself.

Most gift cards and pre-paid cards require you to activate them first.

If the gift card has enough money on it when it is time to renew, the subscription will renew successfully. If there is not enough money on the card at the time of renewal, the renewal will not be processed. To avoid a lapse in your service, you may wish to subscribe with a card from which your account can be automatically renewed.

Mail a Check or Money Order

To request a subscription with a physical check or money order, please make your check or money order payable to Match(drawn on US funds only) and include your username, email address, and whether you'd like a three- or six-month subscription package.

IMPORTANT: We do not currently accept payments by mail (physical checks or money orders) for one-month subscriptions, premium services, or promotional rates/discounted offers.

When paying by mail, send your payment to the following address (mail delivery and processing time may take up to 14 days):

Altin Billing

44444444

Answer ID Summary

1991 Text Alerts - How They Work

Answer

*This feature is no longer available

If you want to be notified whenever someone sends you a new email or Wink, just opt to receive SMS alerts on your mobile phone. It's easy to enable/disable text alerts or update the phone number listed. While signed into your account tap the three line icon and then tap Settings & tap Text Alerts and then tap the menu options. Tap Text Alerts and then tap the menu options. Tap the gear in the lower right to update your mobile phone number, you must access the full site from the mobile site (www.Match.com) or a desktop computer.

1994 matchMobile versus Text Alerts

*This feature is not available to members outside of English North America matchMobile is the version of Match that displays in mobile browsers. Text Alerts are text messages sent by Match to notify you when you have winks or emails. We do not charge for either service, but your carrier's standard text-messaging rates and data plan fees still apply. Contact your carrier for details on those rates.

1995 Improving Matching Results

Every member goes through the dilemma of how picky to be with matching preferences. The broader your criteria, the more matches you'll get, but the narrower your criteria, the greater chance you'll like the ones you receive!

We recommend adjusting your criteria over time to find the right balance. You can do this by adjusting the matching criteria set on your profile:

Tap the three line icon in the upper right corner of your handset

Tap Edit Profile and then make updates to the About Him/Her section

1997 Changing a Primary Photo

If you'd like to replace your current primary photo, simply tap Me from the bottom navigation bar. In the screen that appears, tap Manage Photos and then locate the photo you would like to make your primary by swiping left to right. Tap the gear in the lower right corner of your screen and a pop-up menu appears with your photo options. Tap Make Primary Photo and then tap Ok on the Success screen to complete the request.

1999 Editing or Removing Photos

If you'd like to edit a photo you have posted on your profile, simply tap Me from the bottom navigation bar. In the screen that appears, tap Manage Photos and then locate the photo you would like to delete by swiping left to right. Tap the gear in the lower right corner of your screen and a pop-up menu appears with your photo options. Tap Delete this Photo and then tap Ok on the Success screen to complete the request.

2008 Email History

If you'd like to see who you've emailed in the last 180 days, simply tap Messages from the bottom navigation bar. There, you'll be able to access your Conversations folders to get a history of what has been sent and received. Emails Older Than 180 Days Since email correspondence is only kept in Match records for 180 days, these methods won't work for correspondence older than that.

2009 Blocking and Unblocking

Blocking and unblocking from contact

You can block another member from communicating with you by tapping on the Block button at the bottom of their profile.

If you need to unblock someone you've previously blocked, simply tap on Unblock on the member's profile.

Currently, you can only block up to 2,000 members from contacting you. If you need to add more after that, you'll want to unblock some of the older members you had previously blocked.

Can a blocked member still see my profile?

When you block a member from contacting you, they will not be notified that anything has happened. They will still be able to view your profile and try to send you messages, but you will be able to continue your search for someone special without receiving any messages they send. We don't currently have a feature that allows you to selectively block other members from seeing your profile.

Removing a profile from search results in addition to blocking other members from sending you messages, you might also want to remove their profile from appearing in your search results. To remove someone from your search results, tap Remove at the bottom of the member's profile.

Answer ID Summary

2017 Free Membership vs. Subscription

Answer

Free Membership: What You Get
Join for free and you can enjoy access to the largest online dating site there is! As a free member, you'll be able to create a profile, post photos, conduct searches, send and receive winks, and benefit from our unique matching systems that sift through all the choices and deliver potential matches direct to your inbox! Plus, you can also cruise the site and access your account from our mobile site or from our apps.

Membership: How to Do It

To join for free please follow these steps:
Tap & #160; on this link to visit the sign-in page.
Tap & #160; on the Join For Free link below the sign-in box.
Fill out the online registration form and & #160; tap on the Continue button.
You are ready to fill out your profile and get started on your search for a match!

Subscription: What You Get

Subscribing to Match gives you access to a growing set of tools-on our main site, mobile site, or any of our apps-that will help you find the relationship you want and deserve. As a subscriber, you can:

- Receive and reply to messages from other Match subscribers
- Send messages to Match members you are interested in
- See who has viewed or favorited your profile
- Connect faster with IM
- Keep track of all open Connections in one place - including those you've sent Winks to
- Remove members you're not interested in from your search results in order to make room for other possibilities

Subscription: How to Do It

To subscribe, you'll need to sign up for a free account (if you haven't already done so), then sign in and & #160; then attempt to communicate & #160; which redirects you to the subscription screen. & #160; The screen will direct you to choose from our & #160; "subscription packages" answer_id="7" contents="subscription packages" target="_blank" /& #160; and then will walk you through the billing process.

Free Trial

A free trial is a great benefit that allows you to enjoy the full range of subscription benefits for a few days. Click & #160; answer_id="3" contents="here" target="_blank" /& #160; for more information on free trial promotions.

2020 Searching for Members with Photos

To search for only members who have photos:
Tap & #160; Discover & #160; on the & #160; bottom navigation bar.
Tap on the filter icon in the top-right corner of the screen
Ensure the Photos Only toggle is blue which indicates its activated
Tap Search in the top left corner to view the updated results

Match's auto sign-in feature allows us to recognize you each time you visit our & #160; app - eliminating the need to request your username and password with each visit. & #160; You can turn the feature on or off at any time by making sure you sign out after each session. & #160;
To do so, tap the three-line icon located in the upper left corner of your screen. & #160; Tap Settings from the navigation menu and then tap Sign Out located in the upper-right corner of the screen.

& #160;

2022 Automatic Sign-In

2025 Sign In Information No Longer Works

If we're not recognizing the sign in information you're entering, there are a couple of possibilities as to what might be going on.

You might be entering the wrong & #160; email address & #160; or password. At least it doesn't hurt to check. Tap the Forgot Password link located on the Sign In screen and then enter the email address you've associated with your Match account, and we'll immediately send a password reset email. & #160; If your email address isn't recognized, check any other addresses you have to make sure your account hasn't been associated with one of those.

& #160;

We may need to get involved to help you resolve the situation. Contact us, and we'll see what we can figure out. To help us locate your account, make sure to include in your message your full name, email address, username, and Zip code, along with a description of what happens when you try to sign in, including any error messages.

Answer ID Summary 2029 Cancelling Additional Features	Answer You have the ability to cancel an additional feature at any time. To do so you must sign into a desktop computer or access the full site from our mobile application. Accessing the full site from the mobile application Type www.match.com/#160 into your browser Tap the three-line icon in the upper left corner of your #160 device Scroll down to Settings#160 Tap the Go to full site link Once on the full site, you must complete the following steps: <1--stopindex--> Tap#160on the gear icon in the top navigation bar. Tap Settings from the drop-down menu Tap#160on Subscription Status (for security purposes you may be asked to re-enter your password). Tap the Deactivate link to the right of the service you wish to cancel. If asked if you are sure you wish to cancel, tap on Yes.
2036 Hidden Profiles - Explained	After canceling, you'll notice the Deactivate link will change to read Reactivate. If you wish to add the cancelled service back to your subscription simply click the Reactivate link. You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the Subscription Status page. There may be times, like when you start a new relationship, that you'll want to remove your profile from being visible to other members. Since that's why you're here in the first place, we make this as easy as flipping a switch. Of course, anytime your profile is hidden, it will not be displayed in search results. Since this reduces your chances of finding a match, we recommend only hiding your profile when you are taking a break or have met someone you are interested in. To hide your profile, simply tap on the Settings option on the Navigation list. From the Settings screen you can adjust the visibility of your profile. Each entry in your search results will include the member's username, age, location, and activity status. Tap a member that interests you to view the profile. Please note that doing so will cause you to appear on the member's Who's Viewed Me list. To refine your search, tap the Filter icon in the top-right corner of the screen. You'll see options for editing your search criteria. Once you have selected your desired filters, tap Search in top left corner to view the updated results.
2044 Daily Matches - Rating my matches	Our Daily Matches system is unique in that it takes your feedback and improves over time. This is why we have made it a requirement that you must rate your Daily Matches each day in order to receive new Daily Matches the next day (matches will update 23 hours after the rating occurs). Your profile also needs to be visible before you can rate your matches. Rating Yes If you say that Yes (check mark), you're interested, we'll send a message to the member you're interested in to let them know they caught your attention. If you'd like, you can access all the members who've sparked your interest in the Yes section of your Daily Matches. Just remember, though, that matches are removed from all Daily Matches lists after they've been there 180 days. Rating No If you're not interested, it's not a problem. We'll simply remove that member from your Daily Matches, and they won't show up again in the matches we serve you (and they'll never know you weren't interested). Do be careful, though. If you inadvertently select the No (X mark) rating on a member's profile, the rating cannot be changed after it is submitted. Singled OutOn any day where you receive a Singled Out match, you'll need to rate it before you can continue rating the rest of your Daily Matches. New matches will not appear until after you have rated your Singled Out match.
2168 Private Mode - Current Subscription with Guarantee	Private Mode does not work with the 6-Month Guarantee. This feature hides your profile from visibility on the site, which breaks one of the requirements for receiving the additional 6 months free with the Match Guarantee.
2169 Private Mode - Account Settings	You can easily manage your Account Settings for Private Mode at any time. To update your settings, complete the steps below: 1. Click your primary photo thumbnail in the upper right corner of any screen 2. Click Settings from the drop down menu 3. Locate the Setting you would like for your profile: Visible, Private Mode or Hidden 4. Click the applicable radio button and your profile will assume that state immediately Remember, if you are currently subscribed to the Match Guarantee, changing your profile to Private Mode or Hidden#160disqualifies you from receiving the additional 6 months for free.

Answer ID	Summary
2170	<p>How to make your profile visible to others with Private Mode</p> <p>Existing Match – Make Visible</p> <p>If you have communicated (Favorited, Winked, etc.) with another member, you will already be visible to them when the feature is activated. You can continue to communicate with that person business as usual.</p> <p>New Match – Make Visible</p> <p>In order to appear visible to a potential match while in Private Mode, you must communicate with the member. Once any form of communication is sent, the member will immediately be able to view your profile and communicate with you. You can verify that you are visible by viewing the potential match's profile after your communication has been sent, and it should state "He/She Can See You Under their primary photo."</p> <p>Click to view answer_xref style="text-indent: 0in; text-align: center;">"blank" contents="here" answer_id="2170" /></p> <p>Click to view answer_xref style="text-indent: 0in; text-align: center;">"blank" contents="here" answer_id="2170" /></p>
3	<p>What is a free trial?</p> <p>Receiving a Free Trial</p> <p>A free trial is a great way to test out our subscription benefits while you're thinking about purchasing a subscription. It allows you to use subscriber-only benefits for free for a few days.</p> <p>Free trial offers come periodically via email promotions sent to your personal email address (i.e., Gmail, Yahoo, Hotmail, etc.) So if you're interested, make sure you're being notified of Match promotions following these steps:</p> <p>Click on the gear icon in the navigation bar at the top of the screen.</p> <p>Click on the Email & Preferences link.</p> <p>Ensure that you're signed up to receive Special Offers from Match.</p> <p>Redeeming a Free Trial</p> <p>When you receive a free trial offer in your off-site email, the message will include instructions for redeeming it. You'll be asked to choose a paid subscription package and to provide payment information so you can automatically keep your subscriber benefits after your trial is over. If you decide you don't want to be charged, simply click "cancel" target="blank" /> before your subscription period ends.</p> <p>I'm not eligible</p> <p>If you've recently enjoyed a free trial or you're tired of waiting for a promotion, just go ahead and subscribe! We're pretty sure you're going to like Match.</p> <p>To subscribe, click on the Subscribe button at the top of the screen. The subscription screens will guide you through the process.</p> <p>To subscribe, click on the Subscribe button at the top of the screen. The subscription screens will guide you through the process.</p>
7	<p>Price and Subscription Package Options</p> <p>The Cost</p> <p>To compare the relative costs of purchasing these packages, simply sign in and click on the Subscribe button at the top of the screen, and the prices will come right up. If you are a former subscriber, we may show your previous subscription package and payment method as the default selections. Click Edit or Change Payment Method to choose a different subscription term or method of payment.</p> <p>If you're not a member yet, don't worry. Since prices can vary and are subject to change, we just need a little information so we can show you the rates currently available to you. Click on Join for Free, and the single-screen sign-up process can easily be completed in less than a minute (you don't have to complete your full profile before clicking on Subscribe at the top to get the rates).</p> <p>Package Options</p> <p>When you're ready to start enjoying the benefits of full subscription, we're pleased to offer you subscription packages that span twelve, six months, three months, or one month. Each option includes all of our standard subscription benefits. Although our rates page highlights the monthly or weekly average for the options (to help you compare the relative costs of the packages), your subscription package is charged in full when you subscribe. If you would like to be charged on a monthly basis, simply choose the one-month package.</p> <p>For more information about subscription benefits, click to view answer_xref style="text-indent: 0in; text-align: center;">"here" contents="here" answer_id="273" />.</p>

Answer ID	Summary
11	Email Read Notification Feature <p>Email Read Notification is a great feature you can add to a basic subscription for a small fee.&#x26;160;It alerts you when a Match email you sent&#x26;160;gets opened, whether it was sent while signed into the site or&#x26;160;if you used our &lrm;answer_xref answer_id= 621' contents='on-site emailing process' target='_top' /&gt;. &#x26;160;If you purchased a bundled subscription plan, this feature was included in your subscription price.</p> <p>How do I add this service to my subscription?</p> <p>If you don't have a subscription yet, simply subscribe, and there will be an option to select a package with this feature. To add Email Read Notification to an existing subscription, sign in and follow these steps:</p> <ul style="list-style-type: none"> Click on the gear icon in the top navigation bar Click on Account Settings Click on Subscription Status Click on Choose and addition subscription package Follow the prompts to add the feature to your current subscription <p>How do I know if my messages have been read?</p> <p>Once you've added&#x26;160;it to your subscription, you can easily see if your email messages have been read. Click on Messages in the top navigation bar, then click on the "Sent" link. The right-hand column of your sent email list will show whether&#x26;160;or not&#x26;160;email has been read. Once you have purchased Email Read Notification, all read emails will display the date they were opened.</p> <p>Will other Match members know when I have opened a message from them?</p> <p>If you receive an email from another Match subscriber who has purchased Email Read Notification, they will be notified of the date you opened the email. The Email Read Notification status is available on-site in the subscriber's Sent folder for&#x26;160;180 days.</p> <p>I received a response to an email that I sent, but Email Read Notification is showing the message as "Not Yet Read."</p> <p>In a few cases, for off-site email (i.e., Hotmail, MSN, AOL, Gmail, Yahoo! email), the recipient of the email must have images and HTML enabled on their email client in order for Email Read Notification to function properly. If the recipient of the email has text-only set for their email client, then the subscriber sending the email will not receive a "read" receipt from Email Read Notification.</p> <p>Click&#x26;160;&lrm;answer_xref answer_id= "564" contents="here" target="_new" /&gt; for more information about emailing on Match</p>
14	Dating Advice <p>We want to make sure you have the tools to make your time on Match safe and enjoyable. To help you, we've provided some helpful links at the bottom of every screen:</p> <p>Our Online Dating Safety Tips are a great place to start. They give you important guidelines to help you protect yourself. They also provide some practical guidance on issues like meeting people offline for the first time.</p> <p>Click on Dating Articles and Advice to go to Happen Magazine, where you'll find great articles, quizzes, columns, and more about issues of interest to the Match community.</p> <p>How Online Dating Works gets you started on Match with information about your profile, searching features, matching features, and how to communicate with other members.</p> <p>We recommend that you regularly take inspiration from our Success Stories. These are real people happily sharing their stories about how Match helped them find love. There's no better way to stay motivated in your search.</p>
21	Same Sex Dating <p>Absolutely. When you register, we ask your gender and&#x26;160;whether you're looking for a man or woman. Just fill in the appropriate fields, and you're on your way.</p>
29	Searching for / Viewing your own profile <p>If you would like to see the way your profile appears to other members, it's easy to do. Simply click on&#x26;160;your primary photo thumbnail in the top navigation bar and click on "Your&#x26;160;public profile&#x26;160;view" on the left side of the screen.&#x26;160;The way your profile appears in the resulting screen mirrors the way it will appear to other members. However,&#x26;160;if your profile is hidden, it won't appear at all.&#x26;160;</p> <p>If you'd like to go a step further and see how your profile appears in search results, you'll need to sign out first. Your profile will not appear if you are logged in to your account. Then, click on Search in the top navigation bar and edit your criteria so the settings are&#x26;160;appropriate for someone seeking&#x26;160;a match&#x26;160;like you. Also, you'll want to select fairly narrow criteria so that you don't have too many profiles to sort through.</p> <p>After the results appear, use the drop-down menu to sort your results by usernames. This will sort the profiles into alphabetical order and make it easier to locate your profile.</p>
34	Match Company Background <p>Check out the About Match and Media Room links at the bottom of any page.</p>

<p>Answer ID Summary</p> <p>41 How to Subscribe + Payment Options</p>	<p>Answer</p> <p>We'd be delighted to have you as part of our subscriber community!</p> <p>To subscribe, you'll need to sign up for a free account (if you haven't already done so), then sign in and click on the "Subscribe" button at the top of the screen. The screen will direct you to choose from our subscription packages and then walk you through the billing process.</p> <p>We currently accept payment by credit card or PayPal (*PayPal is not available to members outside of English-speaking North America). You can also pay by mail using a check or money order. Additional methods of payment include Visa Checkout and Masterpass.</p> <p>Credit Card</p> <p>Match happily accepts:</p> <ul style="list-style-type: none"> American Express Discover Diners Club JCB MasterCard Visa <p>Prepaid Credit Card</p> <p>We do accept prepaid cards on our site. The card issuer, however, may require that you register the card on their website first. Information and instructions on how to register your prepaid card should be listed on the back of the card itself.</p> <p>Most gift cards and pre-paid cards require you to activate them first.</p> <p>If the gift card has enough money on it when it is time to renew, the subscription will renew successfully. If there is not enough money on the card at the time of renewal, the renewal will not be processed. To avoid a lapse in your service, you may wish to subscribe with a debit or credit card so your account can be automatically renewed.</p> <p>Mail a Check or Money Order</p> <p>To request a subscription with a physical check or money order, please make your check or money order payable to Match (drawn on U.S. funds only) and include your username, email address, and whether you'd like a three or six-month subscription package.</p> <p>IMPORTANT: We do not currently accept payments by mail (physical checks or money orders) for one-month subscriptions, premium services, or promotional rates/discounted offers.</p> <p>When paying by mail, send your payment to the following address (mail delivery and processing time may take up to 14 business days):</p> <p>Match, Inc.</p> <p>Adding a Subscription</p> <p>If, for example, you have a one-month subscription and want to add a six-month term with our Match Guarantee, you don't resign your account and wait for your benefits to expire. Simply add a new subscription to your account. To do this online, please sign in to your account on the full website and follow these steps:</p> <p>Click on the gear icon in the navigation bar at the top of the screen</p> <p>Click on Settings</p> <p>Click on Subscription Status</p> <p>Click on Choose an additional subscription package</p> <p>Select a subscription package</p> <p>Click on Continue</p> <p>Enter any payment information that may be requested</p> <p>Click on Subscribe</p> <p>Your account will be charged immediately, and your new subscription period will begin once your current subscription period ends.</p> <p>Upgrading a Subscription</p> <p>If, on the other hand, you would like to upgrade your current subscription by adding premium features, you can do this online by following these steps:</p> <p>Click on the gear icon in the navigation bar at the top of the screen</p> <p>Click on Settings</p> <p>Click on Subscription Status</p> <p>Click on Subscribe to additional Match services</p> <p>Select the features you want to add</p> <p>Click on Continue</p> <p>Enter any payment information that may be requested</p> <p>Click on Subscribe</p>
<p>42 Upgrading or adding to a subscription</p>	<p>Answer</p> <p>We'd be delighted to have you as part of our subscriber community!</p> <p>To subscribe, you'll need to sign up for a free account (if you haven't already done so), then sign in and click on the "Subscribe" button at the top of the screen. The screen will direct you to choose from our subscription packages and then walk you through the billing process.</p> <p>We currently accept payment by credit card or PayPal (*PayPal is not available to members outside of English-speaking North America). You can also pay by mail using a check or money order. Additional methods of payment include Visa Checkout and Masterpass.</p> <p>Credit Card</p> <p>Match happily accepts:</p> <ul style="list-style-type: none"> American Express Discover Diners Club JCB MasterCard Visa <p>Prepaid Credit Card</p> <p>We do accept prepaid cards on our site. The card issuer, however, may require that you register the card on their website first. Information and instructions on how to register your prepaid card should be listed on the back of the card itself.</p> <p>Most gift cards and pre-paid cards require you to activate them first.</p> <p>If the gift card has enough money on it when it is time to renew, the subscription will renew successfully. If there is not enough money on the card at the time of renewal, the renewal will not be processed. To avoid a lapse in your service, you may wish to subscribe with a debit or credit card so your account can be automatically renewed.</p> <p>Mail a Check or Money Order</p> <p>To request a subscription with a physical check or money order, please make your check or money order payable to Match (drawn on U.S. funds only) and include your username, email address, and whether you'd like a three or six-month subscription package.</p> <p>IMPORTANT: We do not currently accept payments by mail (physical checks or money orders) for one-month subscriptions, premium services, or promotional rates/discounted offers.</p> <p>When paying by mail, send your payment to the following address (mail delivery and processing time may take up to 14 business days):</p> <p>Match, Inc.</p> <p>Adding a Subscription</p> <p>If, for example, you have a one-month subscription and want to add a six-month term with our Match Guarantee, you don't resign your account and wait for your benefits to expire. Simply add a new subscription to your account. To do this online, please sign in to your account on the full website and follow these steps:</p> <p>Click on the gear icon in the navigation bar at the top of the screen</p> <p>Click on Settings</p> <p>Click on Subscription Status</p> <p>Click on Choose an additional subscription package</p> <p>Select a subscription package</p> <p>Click on Continue</p> <p>Enter any payment information that may be requested</p> <p>Click on Subscribe</p> <p>Your account will be charged immediately, and your new subscription period will begin once your current subscription period ends.</p> <p>Upgrading a Subscription</p> <p>If, on the other hand, you would like to upgrade your current subscription by adding premium features, you can do this online by following these steps:</p> <p>Click on the gear icon in the navigation bar at the top of the screen</p> <p>Click on Settings</p> <p>Click on Subscription Status</p> <p>Click on Subscribe to additional Match services</p> <p>Select the features you want to add</p> <p>Click on Continue</p> <p>Enter any payment information that may be requested</p> <p>Click on Subscribe</p>

Answer ID - Summary	Answer
46 Submitting Suggestions	<p>Yes, your feedback is valuable to Match&#160;To submit your suggestion, please contact us by clicking&#160;here and selecting the Suggestions category.&#160;</p>
49 Technical Issues - clearing cache/cookies	<p>Clearing your browser's cache and cookies can resolve most browser related issues on our site. Included below are instructions for the most common browsers used on our site:&#160;</p> <p>Internet Explorer 11:</p> <p>Navigate away from Match</p> <p>Click on the gear icon in the top right corner</p> <p>Click on Internet Options</p> <p>Make sure you're on the "General" tab</p> <p>Under "Browsing History," click on Delete...</p> <p>Check the checkboxes for "Temporary Internet Files" and "Cookies," and make sure "Preserve Favorite Website Data" is unchecked</p> <p>Click on Delete</p>
	<p>Firefox:</p> <p>Navigate away from Match</p> <p>Click on the Firefox button at the top of the screen</p> <p>Hover over "History" and click on Clear Recent History....</p> <p>Click on the dropdown for "Time range to clear" and select Everything</p> <p>Click on the down arrow next to "Details" and make sure "Cookies" and "Cache" are selected</p> <p>Click on Clear Now, and close the Clear Recent History window</p>
	<p>Safari:</p> <p>Navigate away from Match</p> <p>Under the "Safari" menu, select Reset Safari</p> <p>Check&#160;Remove all cookies&#160;and Empty the cache&#160;</p> <p>Click Reset</p>
	<p>Chrome:</p>
104 Who's Viewed Me - Explained	<p>Our "Who's Viewed Me" feature is a handy tool that lets you know&#160;who has viewed your profile. Since they've taken a step to check out your profile, it opens the door to make that first connection. This feature is available to all paid subscribers, so others will be able to see when you've viewed them too. However, there's no indication of how many times or the exact time your profile was viewed.</p> <p>To&#160;access your "Who's Viewed Me" page,&#160;simply click on Viewed Me on the left side of the&#160;Home page.&#160;&#145"/> for information on why your profile counter may be higher than the number of profiles in New!&#160;section on the&#160;home page. After 180 days, profiles&#160;are dropped from&#160;this&#160;list.</p> <p>For more on this feature, click on one of the following links:</p> <p>Click&#160;&#160;"new" contents="here" answer_id="668" /> for instructions on how to remove or sort the profiles you see</p> <p>Click&#160;&#160;"new" contents="here" answer_id="359" /> for information about your profile counter</p> <p>Click&#160;&#160;"new" contents="here" answer_id="145" /> for information on why your profile counter may be higher than the number of profiles in "Who's Viewed Me"</p> <p>Click&#160;&#160;"new" contents="here" answer_id="664" /> for information on how this feature works when your profile is hidden</p> <p>Click&#160;&#160;"new" contents="here" answer_id="324" /> for instructions on how to turn off email notification of when your profile is viewed</p>

Answer ID	Summary	Answer
116	Improving Matching Results	<p>Every member goes through the dilemma of how picky to be with matching preferences. The broader your criteria, the more matches you'll get, but the narrower your criteria, the greater chance you'll like the ones you receive!</p> <p>We recommend adjusting your criteria over time to find the right balance. You can do this by signing into your account and following these steps:</p> <p>Click on your primary photo thumbnail in the top navigation bar.</p> <p>Click on the Edit Pencil icon to the right of the section you wish to change.</p> <p>Make any necessary updates and click Apply.</p> <p>An easy way to broaden your criteria is to make small changes to your age, height, or location preferences, or to adjust whether certain elements about your match are "Nice to Have" or "Must Have." These small changes can often have big results.</p> <p>My matches aren't following my stated preferences.</p> <p>Click on the "Top" contents for more information if your matches aren't following your preferences.</p> <p>Email addresses can only be associated with one Match account. If you get a registration error saying that the email address you've entered cannot be used, it's because it's already attached to an existing account. Enter your email address here so we can remind you about your account information.</p> <p>Once you have successfully accessed your account, you can update any of your information. Click on the "parent" contents for instructions.</p> <p>You should receive notification each time you receive an email. If that's not happening, consider the following:</p> <p>Service delays are common with email providers. If you've recently seen the email appear in your Match account, it's possible that your offline copy simply hasn't landed yet.</p> <p>Your service provider may have certain filters or spam-blocking software installed. Make sure your Match.com emails don't get blocked.</p> <p>It's possible that your Match account is linked to a different email address. You're checking. Notifications will be sent to the email registered on your Match account.</p> <p>Your notifications from interested members may be turned off. Click on the "Text-Indent: On" contents for instructions on how to see if notifications from interested members is turned on.</p> <p>Click on the "parent" contents for more information about emailing on Match.</p>
143	Email Address Cannot Be Used	
272	Emails Not Coming To Offsite Email Address	

Answer ID	Summary	Answer
273	Free Membership vs. Subscription	<p>Free Membership: What You Get</p> <p>Join for free and you can enjoy access to the largest online dating site here is! As a free member, you'll be able to create a profile, post photos, conduct searches, and receive winks, and benefit from our unique matching systems that sift through all the choices and deliver potential matches direct to you! Plus, you can also cruise the site and access your account from our mobile site or from our apps.</p> <p>Membership: How to Do It</p> <p>To join for free please follow these steps:</p> <p>Click on the link below the sign-in page.</p> <p>Click on the Join For Free link below the sign-in box.</p> <p>Fill out the online registration form and click on the Continue button.</p> <p>You are ready to fill out your profile and get started on your search for a match!</p> <p>Subscription: What You Get</p> <p>Subscribing to Match gives you access to a growing set of tools - on our main site, mobile site, or any of our smartphone apps - that will help you find the relationship you want and deserve. As a subscriber, you can:</p> <p>Receive and reply to messages from other Match subscribers.</p> <p>Send messages to Match members you are interested in</p> <p>See who has viewed or favorited your profile</p> <p>Connect faster with IM</p> <p>Keep track of all open connections in one place - including those you've sent Winks and Likes to</p> <p>Remove members you're not interested in from your search results in order to make room for other possibilities</p> <p>Attend Match Events to meet other Match members</p> <p>Subscription: How to Do It</p> <p>To subscribe, you'll need to sign up for a free account. (If you haven't already done so) and then sign in and click on the Subscribe button at the top of the screen. The screen will direct you to choose from our "subscription packages".</p> <p>Free Trial</p> <p>A free trial is a great benefit that allows you a few days to enjoy the full range of subscription benefits. Click on the "here" link to see more information on free trial promotions.</p> <p>281 Reactivating a Paid Subscription</p> <p>If you've resigned your subscription and your subscription term has not expired, you'll see a "Reactivate" button in the top navigation bar. Click on this button to reactivate your subscription. If your renewal date has passed, this button won't appear and you can access your subscription benefits again by resubscribing.</p> <p>283 Sign-up Errors</p> <p>Try to sign up here. Remember when signing up that an email address can only be used with one Match account. Click on the "here" link to see more information.</p> <p>302 Searching for Online Members</p> <p>After choosing your search criteria, check the box next to Online Now on the search form. Your results will include only members who fit your search criteria and who are currently online or have been active within the last hour.</p> <p>303 Searching for Members with Photos</p> <p>After choosing your search criteria, check the box next to With Photos on the search form. Your results will include only members who fit your search criteria and have photos on their profiles. You can also indicate that you only want to see matches with photos in your profile settings. If you have done this, your default search will have the With Photos box selected automatically. To update this setting, click on your primary photo thumbnail and click the pencil icon next to your seeking information at the top of the About section. Check the "Only show matches with photos" box and click the "Apply" button.</p> <p>330 Automatic Sign-In</p> <p>Match's auto sign-in feature allows us to recognize you each time you visit our site, eliminating the need to enter your email address and password with each visit.</p> <p>There are two ways to enable/disable the Auto Sign-In feature when you visit the Match site:</p> <p>You can turn the feature on or off at any time by visiting the Auto Sign-In page under your Account Settings. Set your preference and click on Go.</p> <p>If the "Keep Me Signed In" check box on the sign-in page is checked, it will also turn on auto sign-in. After you sign out, you can turn auto sign-in off by unchecking this box.</p> <p>Please note: If multiple people use your computer, the auto sign-in feature will allow others to access your Match account.</p> <p>348 Updating Credit/Debit Card Information</p> <p>If the account number you used to subscribe with us is no longer valid, or if you'd like to use a different method of payment for future billings, you'll want to update your information to make sure your subscription will renew properly. To do this, just go to Account Settings, select the "Subscription Status" link, and then select the "Change Payment Method" link under the payment details on file.</p>

Answer ID - Summary		
362 Checking My Renewal or End Date	<p>To check the date your subscription is scheduled to renew or&#160;lapse, click on the&#160;gear icon&#160;in the top navigation bar. click&#160;&#160;Settings and then click on Subscription Status (if you don't have an active subscription, this link will not appear) &#160;Your subscription End Date and Renewal Status information will be displayed on this page.</p> <p>Click &#160;&#160;answer_xref title="here" anchor="here" contents="here" answer_id="42" /> &#160;for information about&#160;adding additional features or upgrading your subscription term</p> <p>Click &#160;&#160;answer_xref title="here" anchor="here" contents="here" answer_id="539" /> &#160;for information on how to cancel or resign your account</p> <p>Click&#160;&#160;&#160;&#160;answer_xref title="here" anchor="here" target="_new" contents="here" answer_id="--240" /> &#160;for information about auto-renewal</p> <p>Click &#160;&#160;answer_xref title="here" anchor="here" contents="here" answer_id="515" /> &#160;for information about redeeming our Match.com Guarantee</p> <p>If you have paid for a subscription, but the Subscription Status link does not appear, make sure that you are signed into the right account. You might also want to verify with your financial institution that your payment was processed.</p>	
551 Reverse Matching - Explained	<p>Reverse Match is a fun feature we offer that returns&#160;matches who are looking for someone just like you. So no matter how they fit&#160;into your preferences, you'll know that you fit their preferences very well.</p> <p>To see yours&#160;Reverse Matches, just go to the&#160;Search page and click on Reverse Match.</p> <p>Reverse Match is based on your profile. So, the more specifically you describe yourself&#160;in your profile data, the more accurate your Reverse Matches will be.</p> <p>Your profile is your best tool for making a good first impression on potential matches. We strongly encourage you to complete a thoughtful profile and make it visible so you can start hearing from matches! As you're building your profile or looking at others, you're bound to run into some questions. Refer to the list below for some of the most frequent issues we address on the subject.</p> <p>Basic features and functions:</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="541" /> &#160;for information on creating a profile</p> <p>Click&#160;&#160;&#160;&#160;answer_xref style="TEXT-INDENT: 0m" target="_self" contents="here" answer_id="1082" /> &#160;for approval guidelines</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--946" /> &#160;for instructions on how to edit an existing profile</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="472" /> &#160;for answers to your questions relating to hidden profiles</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--104" /> &#160;for how to see who has viewed your profile, or whether others see when you view theirs</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="102" /> &#160;for information about ProfilePro</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--359" /> &#160;for information about your Profile Counter</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--354" /> &#160;for information about highlighted profiles</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--730" /> &#160;if your question relates to photos</p> <p>More information and troubleshooting:</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--407" /> &#160;if a profile you're trying to view is "unavailable"</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="539" /> &#160;if you'd like to delete your profile</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--410" /> &#160;if your profile appears to be bising text you've entered</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--156" /> &#160;for information about profile completion requirements</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--29" /> &#160;for the ins and outs of searching for your own profile</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--406" /> &#160;for information about the "New" label on some profiles</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--579" /> &#160;if it looks like your profile is not appearing</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--24" /> &#160;for an explanation of "Online Now" and "Active Within"</p> <p>Click&#160;&#160;&#160;&#160;answer_xref target="_self" contents="here" answer_id="--645" /> &#160;if you'd like to control who sees your profile and photos</p>	
1667 Who Do You Like	<p>The Who Do You Like section features members we think might interest you based on what you're looking for.</p> <p>If you see someone you like in this section, click their photo, and we'll let them know you liked it.&#160;&#160;&#160;&#160;Don't like the matches, click Skip to go to the next pair of photos.&#160;&#160;&#160;&#160;Once you've liked several photos in the set, you will see more information from the profiles you like and have the option to email your potential matches.&#160;&#160;&#160;&#160;If you are unsure about liking a particular photo, click the Username link to read the member's profile before you take action.</p> <p>Once action is taken or you refresh the current session, reviewed photos are not saved anywhere on the site.</p> <p>To remove Community Badges that are currently displayed on your profile:</p> <ol style="list-style-type: none"> Log into the Match&#160;site and hover over your primary photo thumbnail at the top right of your screen. Select View/Edit in the drop-down menu. Scroll to the bottom of the screen and click the pencil icon to edit Communities. To remove a Community, simply click the Remove button below any badge. <p>This feature allows members to pay an additional fee so they are placed in the Daily Match results of another member.&#160;&#160;You may only be matched with another member who shares the same or similar profile interests.</p> <p>In addition, the feature only allows you to be matched with a specific member every 30 days.</p>	
1866 Removing Community Badges From Your Profile		
2128 Match Me		

Answer ID Summary 2131 Reply for Free - Purchase	Answer At the top of your screen, click the Add-on button. You will be directed to the Add-on screen where you must select the Add button below Guarantee Anyone Can Reply to Your Emails . If you are currently creating an email, simply click the Guarantee button located at the bottom of the message field. This takes you to the Payment screen for processing and a confirmation is provided on the screen. Don't worry! You are in the middle of your subscription, we will prorate the feature based on the time remaining on your account.
2155 American Heart Association	Starting in September 2014, Match began a partnership with the American Heart Association (AHA). Match has learned through our relationship and marketing survey findings that being in a relationship is beneficial to your overall health. Therefore, we wanted to partner with an association that supports a healthy heart. You can show your support of the AHA by adding their badge to your current profile. To add the badge, access your Profile and then locate the Communities section. Click the Edit link and then locate the AHA badge. To ensure you have added the badge, make sure you click the Apply button.
33 Search Sorting Options	For your convenience, we've provided a number of ways to sort the results when you search for matches. <ul style="list-style-type: none"> Match picks - sorts your results based on your search criteria and what we know about you Activity Date - sorts by the date when each match was last online, communicated with another member, or checked their matches (most recent at the top) Newest First - shows the members that have joined Match from most recent to least recent Age - sorts youngest to oldest Photo counts - sorts based on profiles with the most photos Username - sorts by username, in alphabetical order (numbers come before letters) Distance - sorts closest to farthest from the zip code or city you indicated Mutual Match - sorts based on compatibility using our Match Compatibility Quiz Reverse Match - sorts based on compatibility using our Match Compatibility Quiz You can adjust your sorting options in the top-right corner of the search results.
13 matchMobile - Explained	MatchMobile is a Match feature that is available on mobile devices. The features available on MatchMobile will depend on the type of device you are using. <p>Accessing matchMobile</p> Accessing the site via MatchMobile is free. If you have a mobile device equipped with an Internet browser, you can access the mobile site by navigating to www.match.com . We'll detect the type of device you're using and reformat the screen and functionality for your device. You can also go straight to m.match.com .
45 Affiliate Programs	Learn about or join our program on the Become an Affiliate link at the bottom of any page.
2223 What are the Verification Badges?	Verifications are badges that build trust with other members in the Match community. Badges let other members know that your contact information is accurate once you verify your email, phone number or social media accounts. We assure that verifying your badges will not cause Match to post to your social media accounts nor will we share your personal contact information. It simply lets other members know we've verified that you are who you say you are - and that can go a long way in the world of online dating. <p>Click here for more information about our verification process.</p>
399 Email - Sending	Once you have subscribed, you'll receive emails from Match. There are several options for composing new emails: <p>You can respond to emails you've already received by clicking on Reply or Reply All while viewing any of your messages.</p> <p>To compose a new email from your inbox, click on Compose Email in the left-side navigation and type in the username of one of your connections.</p> <p>You can click on Email her/him from any profile page.</p> <p>You can choose a connection from the left-side navigation of your Match inbox to send an email to.</p> <p>If a connection is not visible in your left-side navigation, you can click on See all, then click on the photo of any connection available on your Connections page.</p> <p>Some members may have the option of sending Match email directly from your offline email account. Click here for more information about how to do that.</p> <p>Click here for more information about our verification process.</p>

Answer ID Summary
402 What is Profile Pro?

Answer

Want to make a great impression? Our team of expert writers will overhaul your profile in only a few days. Go ahead, get yourself noticed and increase your chance at romance!

Ready to get started?

1. Log into your Match account
 2. Click the Profile Enhance Him/Her banner in the bottom left hand corner of the screen
 3. Enter your payment information, and then click Buy Now
 4. You'll receive an introductory email and a survey from one of our writers. They'll get started on your profile as soon as you reply.
- Please note certain features may only be available for purchase using the full site. Also, once your survey responses are submitted, you will NOT receive a confirmation from us unless we have additional questions for you. Additional replies will reset the time and date submitted on your ticket, which could delay your writer getting in touch with you in a timely manner. Thank you for your patience.
- Haven't received your questionnaire?
- Here's a few things you can try:
- Check your bulk, junk, and spam folder (tabs for Gmail users).
 - Add our site to your trusted list of Websites. (Contact your email provider for help).
 - Have more than one email address? Make sure you check all of them just in case it was routed to a different address.

Need more help?

Questions or concerns about the profile you received? Reply directly to the email you received from your writer.
Need help uploading your new profile? Click here to learn more about our profile upload process.

ProfilePro

405 Canceling Additional Features

You have the ability to cancel an additional feature at any time. To do this, please sign into your account and follow these steps:

Click on the gear icon in the top navigation bar.

Click on Settings.

Click on Subscription (for security purposes you may be asked to re-enter your password).

Click the "Deactivate" link to the right of the service you wish to cancel.

If asked if you are sure you wish to cancel, click on Yes.

After canceling, you'll notice the Deactivate link will change to read Reactivate. If you wish to add the cancelled service back to your subscription simply click the Reactivate link.

You will still be able to utilize the additional feature(s) you cancelled until the end date shown on the Subscription page.

414 Increasing My Responses

If you're not getting the responses you are hoping for, consider the following:

If you don't have a photo, add one. This is the fastest and easiest thing you can do to increase your responses. Statistics prove that profiles with photos are up to 15 times more likely to receive attention than profiles without.

If you're not receiving any responses at all, be sure you're checking for responses at the email address you gave us when you signed up. It could be that your responses are simply landing at a different email address. If you are looking at the right address, also check whether you might have a Spam filter that's catching your Match messages. Check with your email provider about how to add Match as a trusted sender.

We recommend making a lot of initial contact attempts. It may also help to expand your search criteria in order to find more prospective matches. Be sure and take advantage of the custom search features of the site and experiment with different search parameters.

Match has a profile consulting service called ProfilePro. Our experts are standing by to provide you with expert writing assistance, tips to improve your profile, and professional photo help. Letting us guide you through creating a profile can really help get you noticed and boost your chances for romance.

Answer ID Summary
420 Unable to Sign In

Answer
If you are receiving an error message when attempting to sign in, please review the following troubleshooting tips to help get you on your way.

Email Address/Password Issue
Hopefully, this is a simple matter of entering the right email address and password. If your password auto-populates for you, try typing the password in manually. If that doesn't work, click here to enter your registered email address and we will send you a password reset email.

Blocked & Refunded
We take security very seriously at Match. Unfortunately, that means that sometimes honest members are mistakenly blocked and/or refunded. If you're a paid subscriber, check your financial account to see if we've returned your subscription charge. If a mistake has been made on our part, please contact us immediately so we can make it right.

Some other possibilities:

If you reset your password using the Forgot Password form but are still unable to sign in, make sure you're accessing the U.S. sign-in page by navigating to <http://us.match.com>. If your email address is not recognized in the Forgot Password field, make sure you are entering the email address associated with your Match account. If you have multiple Match accounts, make sure you enter the right one.
If you're sure you have the right email address, and it's not being accepted, there may be a larger issue to address. Contact us, and we'll get it taken care of as quickly as possible.
If you are copying and pasting your password into the password field, be sure you did not copy a blank space before or after the password.

Still Not Working - Contact Us
It was worth a shot. If we haven't been able to resolve your situation with the information above, please contact us. To help us find your account, make sure to include in your message your full name, email address, username, and ZIP code, along with a description of what happens when you try to sign in, including any error messages.

643 Sending an Email Address or Link

In order to guard against those who may try to use our site in dishonest ways, Match automatically replaces an offline email address in the very first email sent to any given member by a new contact with an "@talkmatch.com" email address (i.e., JaneDoe@talkmatch.com).

Similarly, any URL or link included in an initial email to another member is removed.

Once that initial contact has been made, and the member has responded, we don't modify any future correspondence.

Click for more information about emailing on Match.

646 No Response to Emails

There are several reasons why you may not be getting responses to emails that you have sent to a particular member:

Not all members check their email on a frequent basis

Some members choose not to respond to all contacts, although Match encourages everyone to reply to all messages received

Not all members are subscribers. Only paying subscribers, or recipients of the Reply for Free feature, can reply to emails they receive.

Non-paying members do receive notification of new emails received, so they have the option at that time to purchase a subscription to read the emails. We also offer free trials on a regular basis where non-paying members can read and send emails during their trial.

If you would like to see if an email that you have sent has been read by the receiving party, you can add the "Email Read Notification" premium service to your subscription. Click for more information about Email Read Notification.

Click for more information about increasing your responses.

648 Messaging Free Members

Messaging is the heart and soul of how people connect on Match, and it starts with a paid subscription. This creates a more secure environment and helps ensure that those you're communicating with are as serious in their search as you are.

Our non-paying members do receive notification of new messages received, and they can also see who has opened and read their messages. We also offer free trials on a regular basis so non-paying members can read and send replies to their messages for a brief period of time.

Although our paying vs. non-paying members are not differentiated on the site, we do offer a premium service called "Message Read Notification," which allows paid members to see who has opened and read the messages they've sent. Members who are not active subscribers will only appear to receive messages, but they will always show the status of "unread" to the sender.

The Reply for Free feature allows free members to reply to paid subscriber emails. The paid subscriber assumes the cost as this requires an additional Add-On purchase.

To learn more about Message Read Notification, click for more information.

To learn more about Reply for Free, click for more information.

Answer ID Summary

1215 Editing or Updating a Profile

Answer

From the Android app
To update your profile from the Match Android app,

From the home screen, tap on the 3-line icon in the top navigation bar.

Tap on Edit Profile

One by one, choose the sections you'd like to edit, and make your changes in each section, tap on Save when you're done

From the full website

If you'd like to edit your profile from the full Match website, simply click on your primary photo thumbnail in the top navigation bar. Scroll down to navigate through the profile sections. To edit fields, either click on Edit next to the name of the field, or, if it's a text field, simply click in the text entry box. For some sections, you'll need to choose "Must Have" or "Nice to Have" in the My Date portion. Click on Save or Submit for Approval (depending on the section) when you're done.

If you're editing a field that has to be sent for approval, it may take an hour or two before it's approved and posted to the site. Click on the "Must Have" or "Nice to Have" button in the My Date portion. Click on Save or Submit for Approval (depending on the section) when you're done.

Visibility

When you're editing your profile, we assume it's because you want people to see your updates. For this reason, your profile will automatically become visible after it is edited. If you do not want it to become visible, click on the "Must Have" or "Nice to Have" button in the My Date portion. Click on Save or Submit for Approval (depending on the section) when you're done.

1931 In-App Purchase Subscription Changes

*This answer only applies to members who purchased a subscription through our iPhone app with an iTunes login

Purchasing a subscription through the iPhone app allows you to easily gain subscriber benefits right from your mobile phone. The transaction is made by Apple using your iTunes account. For this reason, we are unable to make changes to the billing for any reason, including:

- Purchase was made on wrong account
- Wrong subscription term purchased
- Cancelling Recurring payments
- Changing method of payment

&#160;

For assistance with these or any other billing change, please contact Apple at: <http://www.apple.com/support/itunes>

On Match, when you see a photo that interests you, you can let the member know by giving a Photo Like. When you're viewing a photo, click the thumbs up icon in the top-right corner of the image.

As a benefit of your paid subscription, you can also comment on photos. If you'd like to leave a photo comment, click on the image or choose the Photos tab on the member's profile. You can type your comment in the box directly below the photo and click Send to let the member know your thoughts. Photo Comments are a great way to break the ice and start a conversation. They are not visible to other Match.com members viewing the profile.

*Note: If you clicked "Like" by accident, there is no way to "unlike" or take it back. The good news is that you may have made someone's day by liking his/her photo!

Accessing Your LikesTo access all of your Photo Likes, hover over "Connections" at the top of the page and click on Likes. You can see all of the members whose photos you've "liked," and subscribers can view Photos they've received. To switch between the two views, click the Likes Received and Photo Likes Sent radio buttons in the top-left corner of the page. You can even sort your likes by Most Recent, Activity, Date, Age, Photo Count, or Username.

Photo Likes in Who Do You Like SectionThe Who Do You Like section of the home page features member profile photos that you can "Like" or "Skip." These Photo Likes will appear on your Likes page.

Answer ID Summary
980 In My Own Words - Explained

Answer
The most important factors to remember in the "In my own words" section of your profile are:

There is a 200 character minimum.
You have 45 minutes to edit your profile. You may edit your profile 45 minutes after 45 minutes. If the session on this page times out and you try to submit it after 45 minutes, you will lose your information.

Solution: Work on your profile in a separate document, then copy and paste it into the text box to submit it for review.

If your profile has not been approved, you will see a notification at the top of the profile edit screen, as well as receive an offsite email from us. We may reject profiles that contain any of the following:

- Abusive language of any kind, including profanity, vulgarity, racism, illegal activity, etc.
- Any direct contact information, including email addresses, URLs, instant messenger IDs, phone numbers, addresses, etc.
- Unauthorized use of copyrighted or trademarked material
- Business or political advertisements or solicitations
- Languages other than English or Spanish
- Material that exploits or solicits personal information from individuals under the age of 18
- Overt solicitation for sex or descriptions of sexual activity, anatomy, etc.
- Solicitation of multiple or additional partners

Match does not accept content from:

- Incarcerated individuals
- Individuals under the age of 18

Having Trouble Editing this section? If you're trying to edit this section, and buttons aren't responding or changes aren't sticking, we've found that some of these issues can be resolved by refreshing the page (F5 on your keyboard).

Want to create the perfect email before you send it to your match?

A great way to save a copy of your message is by writing the message using your computer or device word processor, and then copying and pasting it onto the site.

Click here for instructions on sending emails.

Click here for a list of online dating tips.

Private Mode is a Match feature that allows you to display your profile to individuals you have previously communicated with or potential matches selected by you. When reviewing profiles you will see the message, He/She Can See You or He/She Can't See You. You can then decide if you would like to continue or to change visibility settings for the potential match.

Private Mode may be purchased during the initial subscription process or later at a prorated price. Private Mode may not be combined with the 6-Month Guarantee and will void Guarantee redemption if added and activated during a current Guarantee subscription.

Private Mode works on our mobile site and mobile apps, but you must access the full website to turn up your visibility settings.

Click here for more information on turning Private Mode off and on.

Click here for more information on making yourself visible to others while in Private Mode.

2229 Can't Save Email Drafts

2167 Private Mode Explained

Answer ID Summary
827 Changing Your Age

Answer
We calculate your age from the birthdate you entered in your account settings. If there is a problem with the way your age is displaying, you can update your information by accessing the Sign Up Information page under your Account Settings. You will be prompted to re-enter your current password for verification.

Remember, being truthful, accurate, and current is the best way to ensure a good start in a new relationship.

To locate and fix your birthdate and age, simply follow these steps:

- Sign in with your username and password
- Click on the gear icon on the navigation bar at the top of the screen
- Click on Settings
- Click on Sign Up Information (for your protection you may be required to re-enter the birth date entered on your account and your password)
- Click on the Change Sign-up Info button
- Make your updates and click on Continue

Click <tr>answer_xref answer_jd="555" contents="here" target="_self" /> to learn how to update other important account information.

1145 Adding photos

Whether you're a new member or simply want a fresh look, uploading photos can be done quickly and easily. There are a number of ways to go about adding a photo to your profile. All are easy. Click here for guidelines, including rules for file size and type.
To add a new photo from your Match Android app:

- From the app's home screen, tap on the menu button at the bottom of the screen and choose My Profile
- Choose Upload a Photo
- Choose Upload More Photos
- Either select a photo from your gallery or take a new one
- If the photo isn't on your device, there are other ways to upload it:

Option 1: Upload your photo to your profile from your desktop computer. To upload photos:

- Sign in to Match using your username or email address and password.
- Click on your primary photo thumbnail in the top navigation bar
- Click on Photos
- Click on Choose Photo, and navigate to and select the photo you'd like to add; your upload will begin automatically

If your photos are approved they will be posted. It shouldn't take more than an hour or two for your photo to appear on your profile. Be sure to crop your photos the way you'd like them before uploading.

Option 2: Import from Facebook using your computer. To import photos already posted on your Facebook account:

- Sign in to Match using your username or email address and password.
- Click on your primary photo thumbnail in the top navigation bar
- Click on Photos
- Click on Import from Facebook; you may be asked to enter your Facebook username and password if it's your first time using this feature
- Select the photos you wish to upload from your Facebook albums; to remove a selected photo, click the X in the top-right corner
- Click Import Photos

If your photos are approved they will be posted. It shouldn't take more than an hour or two for your photo to appear on your profile. Be sure to crop your photos the way you'd like them before uploading.

Option 3: Email your photo to us. We'll do the work for you and post your photos free. Here's how:

Answer ID	Summary
653	Matches Not Following Preferences
651	Signing In
1024	Importing Photos From Facebook
665	Hidden Profile - Selective Visibility
2262	Mariah Carey's Profile

Answer ID	Summary	Answer
659	Phishing Scam Emails	<p>We've become aware that some members are receiving emails asking for "confirmation" of their usernames and passwords. These are nothing more than phishing scams attempting to collect members' sign-in information. Remember, Match will never send emails asking for personal or account information, and certainly not for financial information.</p> <p>Suspicious emails can be forwarded to customer-care@support.match.com.&#160;Be sure to include the word "phishing" in the subject line. While we won't respond to each&#160;submission,&#160;we do thank you for letting us know when you seek&#160;fraudulent emails like these.&#160;If you need a response, contact us here.</p> <p>If you responded to a phishing email with your sign-in information, sign into your account&#160;immediately and change your password. Click&#160;&lt;tr><td>1570</td><td>Guarantee - How it works</td><td> <p>*This subscription package is only available when subscribing via the mobile or full site. We know you'll meet tons of great people during your 6-month subscription with us. But, if you don't find someone special during that time, we'll give you an ADDITIONAL 6-months free to continue your search.</p> <p>The guarantee is included only on 6-month subscription packages and gives you access to all subscriber benefits. During your 6-month subscription, you must:</p> <p>Create a truthful Match profile with a primary photo and keep it visible to the public. 100% of the time during your 6-month subscription term.</p> <p>Respond to or initiate email communication with at least 5-unique Match members each month through the Match service.</p> <p>Comply with all of the Match Guarantee Program rules.</p> <p>NOTE: &#160;A unique member is one which you have not previously emailed. A "Qualifying Email" must be an email sent through the Match service and does not include any other method of communicating (such as Match winks, matchPhone™, instant messages, or emails sent outside of the Match system.)</p> <p>If you have not met someone special after six months and have followed all the program rules, you will qualify for the Guarantee extension at no additional expense to you.</p> <p>If you did not meet all the program requirements to qualify for the Guarantee extension, your 6-month subscription will automatically&#160;renew like any other subscription, unless it is resigned before the renewal date.</p> <p>You can track your progress during your 6-month subscription by viewing your Progress Page. For more information about the Progress Page, click &lt;tr><td>515</td><td>Guarantee - Redeeming your free time</td><td> <p>During the last seven days of your initial 6-Month Guarantee subscription, you can go to this&#160;6-Month Guarantee Progress page to&#160;answer a question related to your eligibility status and potentially redeem your free six months. If you&#160;quality, your free time will be added. If you did not qualify, check your status section for red exclamation points, which will indicate the reason. If you're not eligible, your six-month subscription will automatically renew like any other subscription, unless it is resigned before&#160;the renewal date.</p> <p>If you qualify for your free six months,&#160;you&#160;may still&#160;be billed for the renewal of any premium features&#160;that have been added to your subscription.</p> <p>*This subscription package is only available when subscribing via the mobile or full site. We know you'll meet tons of great people during your 6-month subscription with us. But, if you don't find someone special during that time, we'll give you an ADDITIONAL 6-months free to continue your search.</p> <p>The guarantee is included only on 6-month subscription packages and gives you access to all subscriber benefits. During your 6-month subscription, you must:</p> <p>Create a truthful Match profile with a primary photo and keep it visible to the public. 100% of the time during your 6-month subscription term.</p> <p>Respond to or initiate email communication with at least 5-unique Match members each month through the Match service.</p> <p>Comply with all of the Match Guarantee Program rules.</p> <p>NOTE: A unique member is one which you have not previously emailed. A Qualifying Email must be an email sent through the Match service and does not include any other method of communicating (such as Match winks, matchPhone™, instant messages, or emails sent outside of the Match system.)</p> <p>If you have not met someone special after six months and have followed all the program rules, you will qualify for the Guarantee extension at no additional expense to you.</p> <p>If you did not meet all the program requirements to qualify for the Guarantee extension, your 6-month subscription will automatically renew like any other subscription, unless it is resigned before the renewal date.</p> <p>You can track your progress during your 6-month subscription by viewing your Progress Page. For more information about the Progress Page, click &lt;tr><td>2041</td><td>Guarantee - How it works</td><td> <p>*This subscription package is only available when subscribing via the mobile or full site. We know you'll meet tons of great people during your 6-month subscription with us. But, if you don't find someone special during that time, we'll give you an ADDITIONAL 6-months free to continue your search.</p> <p>The guarantee is included only on 6-month subscription packages and gives you access to all subscriber benefits. During your 6-month subscription, you must:</p> <p>Create a truthful Match profile with a primary photo and keep it visible to the public. 100% of the time during your 6-month subscription term.</p> <p>Respond to or initiate email communication with at least 5-unique Match members each month through the Match service.</p> <p>Comply with all of the Match Guarantee Program rules.</p> <p>NOTE: A unique member is one which you have not previously emailed. A Qualifying Email must be an email sent through the Match service and does not include any other method of communicating (such as Match winks, matchPhone™, instant messages, or emails sent outside of the Match system.)</p> <p>If you have not met someone special after six months and have followed all the program rules, you will qualify for the Guarantee extension at no additional expense to you.</p> <p>If you did not meet all the program requirements to qualify for the Guarantee extension, your 6-month subscription will automatically renew like any other subscription, unless it is resigned before the renewal date.</p> <p>You can track your progress during your 6-month subscription by viewing your Progress Page. For more information about the Progress Page, click &lt;tr><td></td><td></td><td></td></tr> </p></p></p></p>

Answer ID	Summary	Answer
513	Guarantee - Tracking your progress	<p>The Match.com 6-Month Guarantee Progress Page will tell you whether you are meeting the requirements to redeem the Guarantee free time. You can&#160;get to this page from your home screen by clicking on&#160;6 Month Guarantee&#160;on the left side of the screen (this link won't appear if you aren't currently on a 6-month subscription).</p> <p>Red warning signs will indicate if you need to take action: for example, if you haven't initiated or responded to enough emails, kept your profile visible, or posted a primary photo. If you are meeting all the requirements,&#160;green check marks are displayed in both the current and previous month's sections.</p> <p>If you have already received your free six months, the Progress Page will no longer be available to you.</p>
141	Guarantee - Why there are requirements	<p>Our Match Guarantee program is about helping you find someone special.&#160;Our requirements for this program are simply meant to walk you through&#160;the steps that our experience and statistics have found to be the most effective. If you follow these basic requirements, we guarantee that you'll find someone special, or we'll be happy to extend your time for another six months!</p> <p>For official rules and details, you can access our program rules page.</p> <p>&#160;</p>
224	Forgot your password?	<p>Can't get signed in? Having password confusion? No worries, we can help you get signed into your account within a few minutes.</p> <p>Click the Forgot Password link and then enter your registered email address. After clicking the Send Email button, you will receive a password reset link. You will have 24 hours to update your password or you will need to complete the steps again.</p> <p>Remember, your new password must be a combination of numbers, letters and special characters such as _) : ' ! @ [. Passwords must contain at least 2 characters, and no more than 16.</p>
24	"Online Now" and "Active Within" Explanation	<p>The "Online Now/Active Within" status field indicates how recently a member has used various Match services.&#160;This status field is updated under these circumstances:</p> <p>The member has signed into Match</p> <p>The member has accessed their Match.com by Mail messages in their registered email address</p> <p>The member has sent or replied to Match.com messages from their registered email address</p> <p>Generally speaking, if "Online Now" is indicated, the member has performed one of the actions above within the last hour. "Active Within" displays the time since the member has used one of the services in hours, days or weeks.</p> <p>Since all of our members benefit from knowing how recently other members have been active on Match, we do not currently have a feature that enables you to turn this status field off.</p> <p>&#160;</p>
51	Favorites - When Your Profile is Hidden	<p>When your profile is hidden, you will no longer appear on other members' "Who's Favorited Me" lists until you unhide your profile.</p> <p>If you add a member to your Favorites list while your profile is hidden, our system still registers that you have favorited them. While your profile is still hidden, you will not appear in their "Who's Favorited Me"&#160;list, but you will automatically show up there once you unhide your profile.</p> <p>Click&#160;&#160;for more information on Favorites</p>
60	matchPhone - Requirements	<p>Adding matchPhone</p> <p>In order to sign up for matchPhone and begin sending talk requests, you need to have an&#160;active account with a current paid subscription. And naturally, our members want to know a little bit about someone before they talk to them on the phone, so&#160;we currently require that you&#160;have a completed profile before you send a matchPhone request.</p> <p>Receiving a matchPhone Request</p> <p>In order to receive a request from a matchPhone user, all you need is a paid subscription. It isn't required that you pay extra&#160;in order to respond to a matchPhone request. But you will need the add-on to your subscription if you want to initiate any matchPhone conversations yourself.</p> <p>Phone Requirements</p> <p>Almost any phone line, mobile or otherwise, will work for matchPhone, as long as it has a Caller ID function. The exception is that some office lines cannot be used because the caller ID associated with them is the main office line, and matchPhone must be able to recognize your personal number in order to properly connect you.</p> <p>SMS Requirements</p> <p>To send and receive SMS messages through matchPhone, your registered phone number should be a mobile phone. We do not charge extra for SMS messaging, but your carrier's standard text-messaging rates apply. Contact your carrier for details on those rates.</p> <p>Location Requirement</p> <p>Currently, matchPhone is not available to Match.com members in Alaska, Hawaii, or Canada.</p> <p>Click&#160;&#160;for more information about matchPhone</p> <p>Click&#160;&#160;for&#160;instructions on how to sign up for matchPhone</p>

Answer ID Summary	Answer
132 Benefits of Having a Photo	In a nutshell, guys are 14 times more likely to look at a profile with a photo, and women are 8.5 times more likely to check out your profile if you have a photo. Additionally, members with photos get up to 15 times more attention than those without. You do the math! answer_xref title="Add your photo today" answer_id="532" />
136 Photo Not Showing Up in Search Results	<p>Your photo may not appear in the search results if it is still pending approval, or it couldn't be approved. Visit &#160;your &#160;photos page to see if your photo is still pending. If your uploaded photo is no longer there, it couldn't be approved for use on the site. If &#160;couldn't be approved you should have &#160;received an email &#160;with a more detailed explanation on why the photo wasn't approved.</p> <p>Please make sure the photos you submit follow these &#160;guidelines:</p> <p>Your photo cannot contain any information that could potentially identify who you are (license plate, email or web address, phone number, etc).</p> <p>Nude, obscene, sexual or otherwise offensive photos will not be posted.</p> <p>Copyrighted material will not be posted.</p> <p>Minors alone in photos (without an adult included) will not be approved.</p> <p>Image files must be received in an approved format and should be less than &#160;5 MB.</p> <p>The ideal pixel dimensions should be at least 300 x 400. &#160;(To determine pixel dimensions and image format, right click on your photo and view the properties of the image.)</p> <p>We accept the following image formats: .jpg, .bmp, .gif, .tiff, .wmr, .png, .ico, .emr, .exr. &#160;&#160;However, we convert all images to .jpg to be viewed by all browsers. &#160;</p>
138 Guidelines For Posting a Photo	<p>&#160;Still have questions? See more photo dos and don'ts.</p> <p>Good photos can really make your profile stand out, so we strongly encourage you to post a number of them. However, we have to reserve the right to crop or reject photos as needed to keep a clean, attractive, and appropriate atmosphere on the site. Once your photos are approved they will appear on the site.</p> <p>Here are some things they'll have to reject for:</p> <ul style="list-style-type: none"> Nudity, sheer/see-through clothing, sexuality Drawings, caricatures or other illustrations Copyrighted images Identifying information (ie: license plates, email or web addresses, visible street address numbers, etc.) Illegal acts or violence Minors alone in photos (without an adult included) <p>Also keep in mind the following:</p> <ul style="list-style-type: none"> You must appear in the primary photo Potentially offensive photos will not be posted Image files must be received in an approved format (.jpg, .bmp, .gif) &#160;and should be larger than 100k and less than &#160;5MB The ideal pixel dimensions are at least 300 x 400. &#160;(To determine pixel dimensions and image format, right click on your photo and view the properties of the image.)
139 The Way Your Photos Appear	<p>Guidelines For Captions:</p> <p>No &#160;obscene, profane, or offensive &#160;words or statements &#160;</p> <p>No references to illegal activity</p> <p>No captions that are merely glib/erish</p> <p>Still have questions? See more photo dos and don'ts.</p> <p>&#160;</p> <p>Your main photo is the most visible aspect of your profile, and it appears everywhere your profile displays, including in email messages, search results, and full profile views.</p> <p>Cropping</p> <p>Because &#160;the actual display size of your primary photo in search results isn't very big, we display a smaller section of &#160;your photo &#160;in these screens &#160;that is meant to highlight your face. We don't do any stretching, squeezing, or color edits, though. Your full photo just as uploaded appears in your full profile view.</p> <p>If you would like a photo cropped, you will need to do that before you upload it. For instructions on how to crop a photo, we suggest doing a search on the internet for &#160;"how to crop a photo." There are literally hundreds of applications and &#160;methods for cropping.</p> <p>Display &#160;Rearranging</p> <p>Up to &#160;25 additional photos are shown on the "Photos" &#160;tab of your profile. They are also visible in a carousel view when members hover over your main photo. To &#160;rearrange the order &#160;of your photos &#160;click on &#160;your primary photo thumbnail &#160;in the top navigation bar, click on Photos, and click Re-Order Photos. You can then click and drag the photos you see in the pop-up window. Click Apply Changes to save the new order.</p> <p>Updating</p> <p>If you don't like how a photo of yours appears on our site, we've made it really easy to &#160;delete or replace photos" answer_id="134" contents="delete or replace photos" target="_blank" /&gt;.</p>

<p>Answer ID Summary</p> <p>147 Favorites - Appearing with a different username</p>	<p>Answer</p> <p>A member can make a change to their&#160;username at any time. When this happens, the member will continue to appear on&#160;your Favorites and other lists, but their profile will reflect the new username.</p> <p>If you see a change in&#160;username that is accompanied by any kind of suspicious behavior (like a change in gender or a new profile photo with a different person in it), please let us know about it by clicking on the Report a Concern link on the member's profile.</p> <p>Click&#160;&#160;&#160;answer_id="537" contents="here" target="_new" /> for more information on Favorites</p>
<p>156 Profile Completion Requirements</p>	<p>You can still do searches without a profile or completed profile; however, you need a completed and approved profile to appear in search results and for other members to find you.</p> <p>&#160;</p>
<p>184 Daily Matches - The "They're Interested" List</p>	<p>Congratulations! These members saw you in their Daily&#160;Matches and expressed interest in you! Take a glance through this list of members. If you see someone who catches your attention, send an email. Since they are already interested, chances are good you'll get a great response.</p> <p>I can't find it</p> <p>In order for the "They're Interested" link to appear on the Daily&#160;Matches tab, another member will have to click on&#160;the check mark&#160;when your profile is presented to them through the Daily Matches&#160;If you don't see this list, please don't let this discourage you from continuing to show interest in other members.&#160;We would also encourage you to continue to send a lot of first contact emails.&#160;Sometimes people can be a little shy about making the first contact. We will automatically send you an email notification when a member&#160;says "Yes" to your profile.</p> <p>Email Notification</p> <p>When you get an email saying that someone is interested in you from Daily&#160;Matches, it means that the member clicked the check mark&#160;to indicate&#160;that they are interested in you. They will appear in your "They're Interested" list on your Daily&#160;Matches tab.</p> <p>Why can't I see who it was?</p> <p>"They're Interested" is one of the benefits of a paid subscription. Subscribe to find out who's interested!</p>
<p>207 Email History</p>	<p>If you'd like to see who you've&#160;emailed&#160;in the last 180 days, there are a&#160;few of ways to go about it.&#160;</p> <p>The first is simply to click on Messages in the&#160;top navigation bar.&#160;There, you'll be able to access your "Inbox" and "Sent" folders to get a history of what has been sent and received.</p> <p>Your second indication that you've recently emailed a member is&#160;on their profile, where, if there's been correspondence, a&#160;the "Our History&#160;tab will contain a list of all of your correspondence in the last 180 days.&#160;</p> <p>Also, members who you've&#160;exchanged emails&#160;with will&#160;display on the&#160;&#160;tab&#160;&#160;dropdown menu to display only those members who have emailed you or whom you've sent emails to.</p> <p>Also, members who you've&#160;exchanged emails&#160;with will&#160;display on the&#160;&#160;tab&#160;&#160;dropdown menu to display only those members who have emailed you or whom you've sent emails to.</p> <p>tab&#160;of your homepage. You can choose email connections in the "Show" dropdown menu to display only those members who have emailed you or whom you've sent emails to.</p>
<p>211 When you are not interested</p>	<p>Emails Older Than 180 Days</p> <p>Since email correspondence is only kept in Match records for 180 days, these methods won't work for correspondence older than that.&#160;For information on how to save copies of emails older than 180 days, click &#160;answer_target="_top" contents="here" answer_id="254" />.</p> <p>Click&#160;&#160;&#160;answer_id="564" contents="here" answer_id="564" /> for more information about emailing on Match</p> <p>Every email you receive from another&#160;member includes a small&#160;Say "No, thanks" link&#160;at the bottom you can use to gently break it to them that you're not interested. We'll send them a message stating that they may not be the best fit for you. That way, the sender knows why you're not interested and can move on to other potential matches that are more suitable.</p> <p>If you're looking for the Say "No, thanks" link, you can find it in emails sent from the member. It doesn't appear in emails you're sending out. The "No, Thanks" link is not available on &#160;answer_xref style="text-indent: 0in" answer_id="2130" contents="Reply for Free" />&#160;emails.</p> <p>Click&#160;&#160;&#160;answer_id="564" contents="here" target="_new" /> for more information about emailing on Match</p>

<p>Answer ID Summary</p> <p>234 Meeting Offline Advice</p>	<p>Answer</p> <p>A first meeting with any new love interest can be exciting, and most first meetings are perfectly safe. But it's always smart to take basic precautions. Always trust your instincts, and be sure to keep the following guidelines in mind:</p> <p>DO meet in public: ALWAYS arrange to rendezvous in a populated, public place. NEVER meet in a private home (or in a hotel room) or in a remote location.</p> <p>DO tell a friend Tell at least one friend or family member you are meeting, where you are going and when you expect to return. Let your date know the meeting is not a secret.</p> <p>Tip: Contact your friend before and after the date or ask your friend to contact you at a predetermined time.</p> <p>DO stay sober Refrain from drinking excessively, as it could impair your ability to make good decisions and may put you at risk.</p> <p>Tip: Stick to non-alcoholic drinks when meeting someone for the first time.</p> <p>DON'T leave home without your mobile phone If you have a mobile phone, take it with you on dates. Most cell phones can be used to call 911.</p> <p>Tip: Make sure 911 services are available in your area. If not, know your emergency number.</p> <p>DON'T ask the other person to pick you up Get yourself to and from the date, even if you have to have a friend drive you or take a taxi.</p> <p>DON'T leave personal belongings (purses, wallets) or drinks unattended Don't risk having your personal information stolen. The same goes for your drink — don't risk having it tampered with.</p> <p>Tip: If you must leave your drink unattended to go to the restroom, order another when you return.</p> <p>DON'T succumb to the temptation to take first dates to your home (or to go to his/her home) You must have a visible profile before you send a wink to someone in order for the recipient of the wink to know who is flirting with them.&#160;They can't return the interest if they can't see who is winking at them! &#160;</p>
240 Must Be Visible to Wink	
245 "No Thanks" versus Block from Search	<p>Block from Search,&#160;which appears on every profile page, removes the person from appearing in your searches, but does not communicate to the sender that you are not interested.&#160;Say "No, Thanks" is a link that&#160;appears on all emails you receive on the Match site.&#160;If you click on it, it sends a&#160;brief "not interested" response to the sender, but does not necessarily remove them from searches. Please note that this link is not included on notification emails for winks, likes, etc. If you'd like the sender of an email to no longer appear on your Connections page, click on the x next to their profile to remove them.</p> <p>&#160;</p>
250 matchPhone - Changing Your Phone Number	<p>*This feature is not available to members outside of English-speaking&#160;North America You can change your matchPhone phone number&#160;at any time, and it won't disrupt your current connections. For example, if you're expecting a call from someone you're particularly interested in, you may choose to direct matchPhone&#160;to your home number in the morning, to your work number during the day, and&#160;to a friend's&#160;landline in the evening. Just be certain to change the number listed prior to each phone call.</p> <p>To change the phone number associated with matchPhone:</p> <p>Click on&#160;the gear icon&#160;in the top navigation bar Click on the matchPhone link Enter or edit the phone number where you would like to receive calls and follow the verification steps</p>

[illegible]

Answer ID	Summary	Answer
326	Recommended Browsers	We recommend accessing Match from any of the following browsers. Click on the links for instructions on how to upgrade your browser. Windows-based computers: Internet Explorer 10 Firefox Chrome Mac OS X computers: Safari

sent a mail to check latest browser versions

336	Username Cannot Match Email Address	Your username is a word or phrase that you select. Your username should not in any way make it possible to contact you outside the Match community, which is why it cannot be your email address. This ensures that your anonymity is protected until you decide to reveal it. You will log into Match with your registered email address and password. A great way for existing members to draw extra attention is by using our Highlighted Profile add-on feature. This feature puts a green highlight around a member's profile and primary photo to make them more prominent in search results. For more information about highlighting your profile, sign in to your account on the full website and: Click on the gear icon in the top navigation bar Click on Subscription Status Click on Subscribe to additional Match Services To add a highlighted profile, you must first be an active Match subscriber. You can also choose to include this feature when you subscribe to a new package. You have a couple of choices: You can turn your IM presence off for everyone. To do so, hover over the gear icon in the top navigation bar, click on Settings, and then choose Instant Messenger. To "Off": You will then want to click on Go to save your changes. With your IM presence off, you can still initiate IMs, but other members won't be able to initiate them with you. For the member in question, you can click the Block Contact link that appears both on the IM window and on their profile. This will block all kinds of contact from that particular member, but you'll still be able to send and receive IMs with others. Please note that you will have to log out and sign in to Match again for your communication block to take effect. If you change your mind later, you can always unblock them. Click on "New" contents="here" target="_new" for more information. If we're not recognizing the email address and password you're entering, there are a couple of possibilities as to what might be going on: You might be entering the wrong email address or password. At least it doesn't hurt to check. Go to the Forgot Password page and enter the email address you've associated with your Match account, and we'll immediately send you information on how to reset your password. If your email address isn't recognized, check any other addresses you have to make sure your account hasn't been associated with one of those. We may need to get involved to help you resolve the situation. Contact us, and we'll see what we can figure out. To help us locate your account, make sure to include in your message your full name, email address, username, and Zip code, along with a description of what happens when you try to sign in, including any error messages. If you have Instant Messaging enabled on your account, you're not just "Online Now" when you're signed in, you're available to chat! That's why when potential matches conduct a search and see your profile come up, we replace the normal "Online Now" text with a link for "IM Now!" If you do not want your status to be shown as "IM Now" you can easily disable your IM feature by following these steps while signed into your account: 1. Click the gear icon in the top navigation bar 2. Click on Instant Messenger 3. Select the "Off" option under "Turn On/Off Instant Messaging" 4. Click on Go "IM Now" is in black This text appears in black, with no link to send an IM, usually when the person is in the process of closing their screen and becoming unavailable just as our search system checks their status. You can verify that this is the case by opening the member's profile and seeing that they are not currently available.
354	Highlighted Profile - Green	
378	Stopping IMs from a Subscriber	
395	Sign In Information No Longer Works	
398	IM Now - Chat	

Answer ID Summary
407 Profile Unavailable

Answer

A member's profile is unavailable
If you click on another member's profile and receive a message that the profile is unavailable, it is usually because they have chosen to take a break to pursue a relationship, or for other reasons have chosen to hide their profile.

Occasionally members are removed suddenly due to security violations. That result in their removal from the site. Unfortunately, the member may have an opportunity to send a few winks or messages out first, but we've gotten better at catching these situations very quickly.

Did they block me? No. If someone decides you just aren't their type, they have the option to remove your profile from appearing in their searches or even block you from contacting them, but these actions don't stop their profile from appearing.

My profile isn't available

If it appears that your own profile is not appearing, please click on this link: [answer_xref_title="link" target="_blank" contents="link" answer_id="579" />](#).

409 Billing all at once

All Match subscription packages are billed as one charge for the entire amount of the package. You may notice that the monthly rate is shown for comparison. To see the full amount that will be billed, please see the "Review Your Subscription" section on the payment screen.

We do offer a one month subscription package if you want to only pay month-to-month. However, for the best deal, our 3- and 6-month packages are at a much lower monthly rate than paying month-to-month.

To see our current subscription rates and packages simply click the "Subscribe" button in the top navigation bar on any Match web page.

480 Username Requirements

A username is a required component of your profile. It's a word or phrase that you select that will be visible to other users as a form of identification on the site.

Your username must meet the following guidelines for approval:

Must be in English or Spanish

Cannot contain more than 160 nine numbers

Can only contain letters, numbers or the "underscore" character

Do not include detailed personal information (i.e.: street address, contact information, date of birth, etc.) to help protect your online anonymity

Do not include any language which could be considered defamatory or offensive in any way (i.e.: sexually explicit, promotes racism, references to inflicting bodily harm to yourself or others, etc.)

[Click answer_xref_title="TEXT-INDENT: 0in" target="_new" contents="here" answer_id="555" />](#) for instructions on how to update your username.

494 Reactivating an Account

If you attempt to sign in after your account has been canceled, you will be taken to a screen that asks if you would like to reactivate your account. Reactivating will simply give you access to your free membership benefits and will not cause your account to be charged. In the reactivation screen, you are able to choose whether you would like your profile to become visible on the site again or remain hidden from view.

501 Daily Matches and Your Stated Preferences

The whole concept behind Daily Matches is that it's behavior-based rather than sticking strictly to your stated preferences. That's what makes it so exciting! While our Mutual Match feature relies heavily on the preferences you indicate in your profile, our Daily Matches algorithm learns with each new set of matches you rate.

Sometimes this does result in selections that don't strictly match your stated preferences, but the best way to improve those results is to consistently rate each new round you receive. This should help our system learn over time what kind of matches you prefer.

Remember, you must rate your Daily Matches each day in order to receive new and different Daily Matches the next day.

The Daily Matches do take some of your preferences into account:

They follow your preferences of: smoking, drinking, faith, ethnicity, and if your match has kids
They use a slightly broadened range for your age, height, and distance preferences

You'll get new Daily Matches around 23 hours after rating your last set of Daily Matches. [Click answer_xref_title="top" contents="here" answer_id="529" />](#) for more information on our Daily Matches process.

Answer ID Summary
537 Favorites - Explained

Answer
Your Favorites are the names and profiles of up to 200 of the members you like most. We intend your "My Favorites" lists to be an easy reference from which you can quickly locate and contact the members you don't want to lose track of. Remember, if you already have 200 saved but want to add a new Favorite, you'll need to remove a match to open up a place on your list. Favorites will be automatically removed from your list 180 days after you add them, so be sure to communicate with potential matches on your list before then if you are still interested in them. The ability to add favorites is a free benefit for all members.

To find your list of Favorites, hover over the Connections menu at the top of the screen and click My Favorites in the drop-down menu.

For more information about Favorites, click on one of the links below:

Click: for information on adding and deleting Favorites
Click: for information on what happens when one of your Favorites hides their profile
Click: for information on what happens with Favorites and Favoriting when your profile is hidden
Click: for an explanation of why a Favorite's username or other information might suddenly change
Click: for information about our "Who's Favorited Me" tool

544 Winks - Explained

What is a wink?
A wink is a casual flirtation on Match. It is a simple way for another member to "break the ice" and let you know that they liked your profile. Once you've posted your free profile, you can wink at members you like by clicking on either the Wink for Free button on their profiles or the winking-face icon on their thumbnail profiles in various areas of the site. All members, regardless of subscription status, can send a wink, as long as their profile is visible.

How does it work?
Each time someone winks at you, we send you a message to let you know. If there's some mutual interest, you might want to wink back. Next step? Send an email! You can wink at up to 50 different members each day (or every 24 hours), but you can only wink at each user once during a 30-day timeframe. We don't limit the number of people who can wink at you. Once you send a wink you can't "unwink" or retract it.

Managing your winks
To find the list of your winks from the last 180 days, visit your Home page and click on Winks on the left side of the page. Only the last 200 winks will appear. If you don't want to receive winks, you can turn off the notifications you receive in your email, although there's currently no feature to stop receiving winks altogether. To turn off notifications, adjust your preferences on the Email Preferences page. To get there, just click on the gear icon in the top menu bar, and click Email Preferences on the screen that appears.

547 Match.com by Mail - Explained

What is it?
With Match.com by Mail, we do all the work for you. Instead of making you sign in to find matches, we'll send them directly to your email inbox. **How it Works**
Once your profile is complete (and unless you opt out), we'll begin sending your Mutual Matches right to the email address you registered with. You let us know how often. Match.com by Mail is available weekly, every 3 days, or daily. You can update your settings in the Match.com by Mail section of your Email Preferences page. **Adding Custom Searches**
At any time, you can easily add custom searches to the matches we send you. To do this, just go through the usual steps to perform a custom search. Once your search preferences are set, click on the Save Search link. In the options box that pops up, give the search a name, check the box for "E-mail me my matches," and click on Save Search.

My Results Don't Match My Preferences!
Sorry about that. The idea is that we want to send you a fresh set of matches in every email. These are usually your Mutual Matches. But depending on how broad/narrow your preferences are and how often we send your matches to you, we may not always have new Mutual Matches for you each time. When this happens, our systems automatically broaden some of the criteria, such as location or age, and send you matches as close as possible to your preferences under the heading "Members We Selected for You" (since they're not technically "matches").

I'm Not Receiving My Matches!
You might want to visit your Email Preferences page under Account Settings and make sure you've selected how often you want to receive your matches. If that doesn't fix the problem, it also might help to check your email provider to ensure they don't block messages sent to you by Match or its members.

Opting Out
If you don't want to receive Match.com by Mail, you can update your preferences in the Match.com by Mail section of your Email Preferences page.

Answer ID Summary

550 Mutual Matches - Explained

Answer

What are Mutual Matches?
Mutual Match is one of the best ways we have of pairing you up with other members we think you might be interested in. This feature is a way to sift through our impressive database of members (we are the largest dating site out there) to identify those who not only match your criteria, but whose criteria also look an awful lot like yours.

Where can I find them?
To find your Mutual Matches, just go to the Search page and click on the Mutual Match. If you have asked for matches to be sent to your personal email address, Mutual Matches can also be found in those messages. Depending on how broad/narrow your preferences are and how often we send your matches to you, we may not always have new Mutual Matches each time we email you.

Percent Match
Your matches, whether in your Mutual Matches, in Match.com by Mail, or in Custom Search results, display a percent value that represents how well you match with the member in question based on our Mutual Match algorithm. It's the same percentage value the member sees if they view your profile. Search results that aren't a high value match don't include this value.

I'm getting too many/too few matches
Mutual Match is based on your profile, so try to strike the right balance in how you define your ideal date. If your criteria is too narrow, you may not get as many results as you'd like. If it's too broad, you'll get some matches that don't quite pique your interest. We suggest that you edit your profile as needed to find your happy medium. After you make changes, your Mutual Matches page will update the next time you sign in.

552 Saved Search - Explained

About Saved Searches
If you like the results you get in a search, we recommend saving the search to perform again later. With thousands of new members joining each day, we think you'll find the ability to perform the same search again and again to be a handy feature.

How to Save a Search
Saving a search is easy. Simply click on the "Save Search" link from the Custom Search page after you've entered your desired criteria. You can even have these matches sent to you through Match.com by Mail by checking the box for "E-mail me my matches" when you name your search. You can have up to three saved searches sent to you through Match.com by Mail.

Performing a Saved Search
If you have previously created a Saved Search, you can perform a search using that criteria at any time. From the Search page, simply locate the Saved Searches box above your results and use the dropdown menu to select the search you'd like to perform. This dropdown also appears in the Saved Searches box on the home page.

Managing Saved Searches
You may have up to 25 saved searches at any given time. If you need to make changes, you can edit or delete your saved searches. Just choose "edit" in the Saved Searches menu on the Search page. You can edit which of your saved searches are sent to your inbox by accessing the Match.com by Mail section of your Email Preferences page.

555 Changing Username, Password, Email Address, etc.

You can update the following information any time by accessing the Sign Up Information page under your Account Settings (the gear icon). You will be prompted to re-enter your birth date and current password for verification.

Username
Password
Email
Gender
Birthdate (we use your birthdate to figure out the age your profile displays)
Location (City, State, Zip Code)
Gender Seeking

Updating your location in this area will only change the location displayed on your profile. If you would like to update your profile and the location of the matches we send you, please click here.
To locate and edit information on the list above, simply follow these steps:

Sign in with your email address and password
Click on the gear icon link on the navigation bar at the top of the screen
Click on Sign Up Information (for your protection you may be required to re-enter your password)
Click on the Change Sign-up Info button
Make your updates and click on Continue

Trouble Updating an Email Address
When updating your account information, remember that an email address can only be associated with one Match account. If your new email address is not being accepted, it may be linked to an account you set up in the past. Click on the link and enter the email address in question, and we'll send you information about this account.

Trouble with Password
If you are having trouble signing in, please click here.
Change Your Username
When you update your username, all of the members you have contacted or maintain connections with will be provided with your updated username. When past emails or connections are reviewed, the new username will appear.

Answer ID	Summary
564	Emailing on Match
Answer	
Email Is the heart and soul of how people connect on Match. We work on the back-end to match you with others every way we can think of, but nothing happens until someone sends an email! Since email is so central to the service we provide on Match, there are many facets to it. Click on any of the links below to learn more about how it works, or to get your questions answered.	
General Explanations:	
Click <rnanswer_xref answer_id=“277” contents=“here” target=_“new” />: to learn how you can read emails you receive Click <rnanswer_xref answer_id=“399” contents=“here” target=_“new” />: for instructions on how to send email on Match Click <rnanswer_xref answer_id=“11” contents=“here” target=_“new” />: for information about Email Read Notification Click <rnanswer_xref answer_id=“254” contents=“here” target=_“new” />: for information on saving, organizing, and recovering your emails Click <rnanswer_xref answer_id=“23” contents=“here” target=_“new” />: for helpful emailing tips Click <rnanswer_xref answer_id=“211” contents=“here” target=_“new” />: for information about our polle “No Thanks” function	
More Information and Troubleshooting:	
Click <rnanswer_xref answer_id=“621” contents=“here” target=_“new” />: for instructions on sending and receiving messages right from your personal email address Click <rnanswer_xref answer_id=“646” contents=“here” target=_“new” />: if you are not receiving email responses Click <rnanswer_xref answer_id=“272” contents=“here” target=_“new” />: if you are not receiving email copies and notifications at your personal email account Click <rnanswer_xref answer_id=“643” contents=“here” target=_“new” />: for why your email address may be stripped out of emails you send Click <rnanswer_xref answer_id=“511” contents=“here” target=_“new” />: for instructions on how to send an attachment Click <rnanswer_xref answer_id=“644” contents=“here” target=_“new” />: if you feel you have received fake winks or emails	
571	Success Stories
Success happens every day on Match, so we've set up a site where successful members can post their stories. In addition to providing a venue where these people can share the happiness they've found, this is a great place for current members to go for advice and encouragement. If you have had a Match success story you would like to share, click here to sign in with your email address and password; then start sharing your success story. Signing in tells us who you are, which means there is less information we'll need to ask you for. Your success story will be posted on the Match success site. If you choose to allow your story to be used for promotional purposes, we may feature parts of your story on the Match dating site, on our affiliate sites, in promotional email messages, or other promotions. We currently only allow one photo to be featured. To update or remove your story, please contact us for assistance.	
637	What's New Newsfeed - Explained
On the home page of your Match account, you'll find a tab labeled What's New. This tab is meant to give you a quick newsfeed view of the most recent activities on your account. Items that appear on your What's New tab include: New Emails, Winks, Likes and matchPhone call requests Notifications that your profile has been viewed, when you have favorited other members, and when members make you a Favorite Messages that your Favorites have updated their profiles and that your profile and photo updates have been approved If you have more than 15 items in your newsfeed, you can click Load More to load previous items. If I view someone's profile more than once, do I appear multiple times on their newsfeed? No, a view from you will only appear once on their newsfeed. What does happen is that if you view the member's profile again, the notification that you've viewed their profile will jump to the top of the newsfeed. If you are having trouble editing your profile, there are a variety of possible explanations: Your profile is appearing normally for everyone else, and will appear normally for you once you refresh your system cookies Your profile is hidden You haven't completed your profile You tried to complete your profile, but took more than 45 minutes on a screen and experienced a session time-out You tried to complete your profile, but it was not approved Click <rnanswer_xref style=“TEXT-INDENT: 0in” answer_id=“579” contents=“here” target=_“new” /> for a more explanation of each of the scenarios above.	
987	Cannot Edit Profile

Answer ID - Summary	Answer ID - Summary
1000 Fixing a First Date	<p>If you've seen Match ad spots on TV lately, you know that our members will sometimes let us record their first dates, which allows us to share the fun and excitement of those dates as part of our commercials.</p> <p>To set up these dates, we periodically contact some of our members to find a few who would be interested in having us do some filming. If you receive a message from our marketing department, simply reply to it with the requested information if you are interested.</p> <p>In addition to asking for a recent photo of you, the email will request your full name and phone number since members don't provide this information as part of the registration process. We will not ask for your username, and no Match representative will ever ask you for your password. We will certainly not ask you for any financial information. Click&#160;&ltrm;answer_xref style="text-indent: 0in" target="_parent" contents="here" answer_id="659" /> for information on spotting phishing scams.</p> <p>If you'd like to participate in this program, be sure you've opted in for our Member Spotlight program. Click&#160;&ltrm;answer_xref style="text-indent: 0in" target="_parent" contents="here" answer_id="556" /> for more information and instructions.</p> <p>Unfortunately, with a membership community as large as ours, we only have a small number of opportunities.</p>
1097 Reactivating or Returning to Match	<p>We're glad to have you back on the site!</p> <p>Although you may have canceled your account, it is likely still available to you, and the email address attached to it won't be available for use on a new account.</p> <p>The easiest course of action would be to simply sign in and update your information.</p> <p>Reactivating</p> <p>Depending on how your account was closed, you may be taken to a screen that asks if you would like to reactivate your account. Reactivating will simply give you access to your free membership benefits and will not cause your account to be charged. In the reactivation screen, you are able to choose whether you would like your profile to become visible on the site again or remain hidden from view.</p> <p>Updating your profile</p> <p>Once you've logged in, click&#160;&ltrm;answer_xref style="text-indent: 0in" target="_parent" contents="here" answer_id="946" /> for instructions on how to update your profile. Please keep in mind that editing the text portion of your profile will automatically make it visible on our site.</p> <p>Unhiding your profile</p> <p>Once your profile is up-to-date, you're ready to go public again. Click&#160;&ltrm;answer_xref style="text-indent: 0in" target="_parent" contents="here" answer_id="662" /> for instructions on how to unhide your profile.</p> <p>Can't Remember Login</p> <p>If you have forgotten your password, click here and we will send the reset password link to your personal email.</p> <p>Can't Sign In</p> <p>If you receive your password by email but are still unable to sign in, click&#160;&ltrm;answer_xref style="text-indent: 0in" target="_parent" contents="here" answer_id="420" /> for some possible solutions.</p> <p>If you'd like to replace your current primary photo, simply click on your primary photo thumbnail in the top navigation bar of the full website, and click on Photos. In the screen that comes up, photos that can be designated as your primary photo will have a Make this my Primary Photo button below them. Click the button to designate the photo as primary. If a photo does have an Additional photo only indicator, it has been approved for use as a secondary photo only.</p> <p>At any time you can change the frequency in which you receive emails from Match for the following types of mailings:</p> <p>Match.com by Mail Special Offers and Promotions from Match Additional Services and Offers from our Partners Who liked your photos? Who winked at you today? Who made you a favorite?</p> <p>These settings aren't located on the Match&#160;Android app, but you can adjust your email preferences when you access the full site.</p> <p>From your computer:</p> <p>Sign into your Match account Click the Account link Select Email Preferences</p>
1122 Changing a Primary Photo	
1131 Emails and Notifications - Turning Off	
1250 New Profile Design - Overview	<p>We've updated our site to provide an&#160;enhanced profile experience for our members. These features are designed to improve the layout and usability of profiles on the site. They improve the way your profile looks and make it easier to both edit your profile, and add or edit your photos.</p> <p>Click&#160;&ltrm;answer_xref target="_parent" contents="here" answer_id="1252" /> for more information about the new process for editing your profile.</p> <p>Click&#160;&ltrm;answer_xref target="_parent" contents="here" answer_id="1253" /> for more information about the new process for adding/editing your photos.</p> <p>&#160;</p> <p>Members can have up to 26 photos on their profile and have the ability to add captions to their photos.</p>

<p>Answer ID Summary</p> <p>1777 LivingSocial Deal</p>	<p>Answer &#160;</p> <p>If you've purchased the LivingSocial deal for a 1-month subscription, instructions for redeeming the deal will appear on your voucher. To access your voucher, log in to&#160;LivingSocial&#160;and click the My Vouchers link in the top right corner. Your Match&#160;voucher will include a link to a special site just for you. Once there, you will be instructed to login or create your Match account. Please know that to&#160;redeem this offer, you will need to follow these steps from a personal computer rather than the Match app.</p> <p>We ask that you provide a debit or credit card when you redeem your LivingSocial deal. Don't worry, we will not charge your card at that time, but depending on your financial institution, you may see a \$1.00 pending charge from Match. This is just an authorization charge, and it will disappear within 3 days. To avoid an interruption in service, your subscription will be automatically renewed at the end of your first month.</p>
<p>1834 What is Top Spot?</p>	<p>Top Spot helps you stand out from the crowd so your profile gets more views! Your Top Spot purchase moves your profile to the top 6 search results when members run a search for someone like you.</p> <p>Your&#160;Top Spot&#160;option when you hover over your primary photo thumbnail at the top of your screen. Select this link, and you will be guided through the steps to complete your purchase. Each Top Spot purchase begins as soon as your&#160;payment is confirmed.</p> <p>During your session, you'll see a Top Spot Dashboard just below your Main Menu on the site. This will count down&#160;the time remaining in your&#160;session and show you photos of members who have seen you featured in their search results.&#160;You'll also receive an activity summary via email once your session has expired. The summary displays the number of times your profile appeared in searches and shows some of the matches who saw you.</p> <p>Your&#160;Top Spot will not be able to make additional Top Spot purchases while you are in an active session. However, there is no limit on the number of Top Spot purchases you can make. Just wait until your current session has expired before placing another order.</p> <p>Please Note: You will not see yourself in search results if you run a search with criteria matching your profile settings. This is because we never show your own profile as a match. But don't worry, your Top Spot purchase ensures that other members running the search are seeing you at the top of their results!</p>
<p>1865 Adding Communities to Your Profile</p>	<p>To add Community badges to your profile, you must complete the following steps:</p> <ol style="list-style-type: none"> 1. Log into the Match site and hover over your primary photo thumbnail in the upper right corner of your screen 2. Select View/Edit from the drop down menu 3. Scroll to the bottom of the screen and locate Communities 4. Click the pencil icon and Community you would like to add 5. A drop-down menu featuring the badge displays. click the checkbox to add the Community 6. Once you've added badges for all the Communities you would like to display, click Apply to save your selections
<p>1884 Undercover - Explained</p>	<p>Undercover allows you to view and Favorite profiles for 24 hours without your matches being notified.</p> <p>When you're ready to go Undercover, click the Go Undercover button on the Home and Search screens, or select Undercover from your profile main menu. The&#160;next screen will walk you through the steps to complete your purchase. The prices and times can vary slightly, so please check to see what promotions are available today.</p> <p>Once you've successfully purchased Undercover, you'll receive a confirmation message, along with a confirmation email, to your registered email address. A black bar will display at the top of every page during your session to show the time remaining.</p> <p>When you Favorite a match during your Undercover session, the Favorite icon will turn and remain black. If you want to let your match know you've made them a Favorite, you'll need to Favorite them again once your session has expired. This will turn the icon from black to green, and it could lead your match to make the next move.</p> <p>Please note you will not show up on the Who's Viewed Me list of anyone you view while Undercover. But if you decide you do want a potential match to know you've viewed their profile, you'll need to look at it again once your session has expired.</p> <p>*This answer only applies to members purchasing a subscription through our iPhone app&#160;with an&#160;iTunes login</p> <p>If you're seeing an error stating, "You're currently subscribed to this," when trying to subscribe through the iPhone app, you may have already purchased a subscription via your iTunes login and your mobile device. If you have a second Match account, you can log into the app using that information and verify your billing in iTunes to complete your purchase.</p> <p>If you do not have another Match account, we suggest you contact Apple: http://www.apple.com/support/itunes</p>
<p>1930 Currently Subscribed In-App Purchase Error</p>	<p>Communities are a great way to show other members your interests and to quickly see if you and a potential match have any interests in common.</p> <p>For the last 20 years, Match has been committed to helping people -- all people -- find love. The addition of the marriage equality badge to Match further demonstrates Match's support of marriage equality. If a Match member would also like to show their support for the cause, they can add the marriage equality badge to their own profile in the profile edit portion of the site, as well as search for other singles that have added the badge.</p> <p>Click&#160;&#160;?&#160;for instructions on removing community badges</p> <p>Click&#160;&#160;?&#160;for instructions on adding community badges</p>
<p>2260 Marriage Equality</p>	

found typo, already corrected it on-site

[illegible]

EXHIBIT 79-55



United States of America
Federal Trade Commission

RECEIVED MAR 17 2017

CIVIL INVESTIGATIVE DEMAND

1. TO

Match Group, Inc.
8750 North Central Expressway
Suite 1400
Dallas, TX 75231

This demand is issued pursuant to Section 20 of the Federal Trade Commission Act, 15 U.S.C. § 57b-1, in the course of an investigation to determine whether there is, has been, or may be a violation of any laws administered by the Federal Trade Commission by conduct, activities or proposed action as described in Item 3.

2. ACTION REQUIRED

☒ You are required to appear and testify.

LOCATION OF HEARING

Federal Trade Commission
Southwest Region
1999 Bryan Street, Suite 2150
Dallas, Texas, 75201

YOUR APPEARANCE WILL BE BEFORE

Zachary A. Keller or other duly designated person.

DATE AND TIME OF HEARING OR DEPOSITION

☒ You are required to produce all documents described in the attached schedule that are in your possession, custody, or control, and to make them available at your address indicated above for inspection and copying or reproduction at the date and time specified below.

☒ You are required to answer the interrogatories or provide the written report described on the attached schedule. Answer each interrogatory or report separately and fully in writing. Submit your answers or report to the Records Custodian named in Item 4 on or before the date specified below.

☐ You are required to produce the tangible things described on the attached schedule. Produce such things to the Records Custodian named in Item 4 on or before the date specified below.

DATE AND TIME THE DOCUMENTS, ANSWERS TO INTERROGATORIES, REPORTS, AND/OR TANGIBLE THINGS MUST BE AVAILABLE

APR 13 2017

3. SUBJECT OF INVESTIGATION

See attached resolution.

4. RECORDS CUSTODIAN/DEPUTY RECORDS CUSTODIAN

James E. Elliott/Brent McPeck
Federal Trade Commission Southwest Region
1999 Bryan Street, Suite 2150
Dallas, Texas 75201

5. COMMISSION COUNSEL

Zachary A. Keller
Federal Trade Commission Southwest Region
1999 Bryan Street, Suite 2150
Dallas, Texas 75201 Phone (214) 979-9382

DATE ISSUED

March 14, 2017

COMMISSIONER'S SIGNATURE

Terrell McPeck

INSTRUCTIONS AND NOTICES

The delivery of this demand to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply. The production of documents or the submission of answers and report in response to this demand must be made under a sworn certificate, in the form printed on the second page of this demand, by the person to whom this demand is directed or, if not a natural person, by a person or persons having knowledge of the facts and circumstances of such production or responsible for answering each interrogatory or report question. This demand does not require approval by OMB under the Paperwork Reduction Act of 1980.

PETITION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any petition to limit or quash this demand be filed within 20 days after service, or, if the return date is less than 20 days after service, prior to the return date. The original and twelve copies of the petition must be filed with the Secretary of the Federal Trade Commission, and one copy should be sent to the Commission Counsel named in Item 5.

YOUR RIGHTS TO REGULATORY ENFORCEMENT FAIRNESS

The FTC has a longstanding commitment to a fair regulatory enforcement environment. If you are a small business (under Small Business Administration standards), you have a right to contact the Small Business Administration's National Ombudsman at 1-888-REGFAIR (1-888-734-3247) or www.sba.gov/ombudsman regarding the fairness of the compliance and enforcement activities of the agency. You should understand, however, that the National Ombudsman cannot change, stop, or delay a federal agency enforcement action.

The FTC strictly forbids retaliatory acts by its employees, and you will not be penalized for expressing a concern about these activities.

TRAVEL EXPENSES

Use the enclosed travel voucher to claim compensation to which you are entitled as a witness for the Commission. The completed travel voucher and this demand should be presented to Commission Counsel for payment. If you are permanently or temporarily living somewhere other than the address on this demand and it would require excessive travel for you to appear, you must get prior approval from Commission Counsel.

A copy of the Commission's Rules of Practice is available online at <http://bit.ly/ETCRulesofPractice>. Paper copies are available upon request.

Form of Certificate of Compliance*

I/We do certify that all of the documents, information and tangible things required by the attached Civil Investigative Demand which are in the possession, custody, control, or knowledge of the person to whom the demand is directed have been submitted to a custodian named herein.

If a document or tangible thing responsive to this Civil Investigative Demand has not been submitted, the objections to its submission and the reasons for the objection have been stated.

If an interrogatory or a portion of the request has not been fully answered or a portion of the report has not been completed, the objections to its submission and the reasons for the objections have been stated.

Signature _____

Title _____

Sworn to before me this day

Notary Public

*In the event that more than one person is responsible for complying with this demand, the certificate shall identify the documents for which each certifying individual was responsible. In place of a sworn statement, the above certificate of compliance may be supported by an unsworn declaration as provided for by 28 U.S.C. § 1746.

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Edith Ramirez, Chairwoman
Maureen K. Ohlhausen
Terrell McSweeney

RESOLUTION DIRECTING USE OF COMPULSORY PROCESS IN NON-PUBLIC
INVESTIGATION OF UNNAMED PERSONS, PARTNERSHIPS OR CORPORATIONS
ENGAGED IN THE DECEPTIVE OR UNFAIR USE OF E-MAIL, METATAGS,
COMPUTER CODE OR PROGRAMS, OR DECEPTIVE OR UNFAIR PRACTICES
INVOLVING INTERNET-RELATED GOODS OR SERVICES

File No. 9923259

Nature and Scope of Investigation:


To determine whether unnamed persons, partnerships or corporations have been or are engaged in the deceptive or unfair use of e-mail, metatags, computer code or programs, or deceptive or unfair practices involving Internet-related goods or services, in violation of Sections 5 or 12 of the Federal Trade Commission Act, 15 U.S.C. §§ 45, 52, as amended. The investigation is also to determine whether Commission action to obtain equitable monetary relief for injury to consumers or others would be in the public interest.

The Federal Trade Commission hereby resolves and directs that any and all compulsory processes available to it be used in connection with this investigation for a period not to exceed five years from the date of issuance of this resolution. The expiration of this five-year period shall not limit or terminate the investigation or the legal effect of any compulsory process issued during the five-year period. The Federal Trade Commission specifically authorizes the filing or continuation of actions to enforce any such compulsory process after the expiration of the five-year period.

Authority to Conduct Investigation:

Sections 6, 9, 10, and 20 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 49, 50, and 57b-1, as amended; FTC Procedures and Rules of Practice, 16 C.F.R. Part 1.1 et seq. and supplements thereto.

By direction of the Commission.


Donald S. Clark
Secretary

Issued: August 1, 2016

**CIVIL INVESTIGATIVE DEMAND
SCHEDULE FOR PRODUCTION OF DOCUMENTS AND ANSWERS
TO WRITTEN INTERROGATORIES**

I. DEFINITIONS

As used in this Civil Investigative Demand, the following definitions shall apply:

- A. **“Advertisement”** or **“Advertising”** or **“Ad”** means any written or verbal statement, illustration, or depiction that promotes the sale of a good or service or is designed to increase consumer interest in a brand, good, or service. Advertising media include, but are not limited to, packaging and labeling; promotional materials; print; television; radio; and internet, social media, and other digital content.
- B. **“And,”** as well as **“Or,”** shall be construed both conjunctively and disjunctively, as necessary, in order to bring within the scope of any specification in this Schedule All information that otherwise might be construed to be outside the scope of the specification.
- C. **“Any”** shall be construed to include **“All,”** and **“All”** shall be construed to include the word **“Any.”**
- D. **“Chargeback”** shall mean a transaction that is returned as a financial liability to an acquirer by a card issuer, usually because of a disputed transaction. The acquirer may then return or “charge back” the transaction to the merchant.
- E. **“CID”** shall mean the Civil Investigative Demand, including the attached Resolution and this Schedule, and including the Definitions, Instructions, and Specifications.
- F. **“Company”** shall mean **Match Group, Inc.**, its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates, and All directors, officers, employees, agents, consultants, and other persons working for or on behalf of the foregoing, **but only to the extent that these persons and entities operate Match.com.** The term shall include any descriptor used by **Match Group, Inc.** in its business practices.
- G. **“Customer(s)”** shall mean any Person using Match.com who maintains an account, whether he or she pays for services or not.
- H. **“Document”** shall mean the complete original and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any written, typed, printed, transcribed, filmed, punched, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated or made, including but not limited to any advertisement, book, pamphlet, periodical, contract, correspondence, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minute, code book, or label. **“Document”** shall

also include All documents, materials, and information, including Electronically Stored Information, within the meaning of the Federal Rules of Civil Procedure.

I. “Each” shall be construed to include “Every,” and “Every” shall be construed to include “Each.”

J. “Electronically Stored Information” or “ESI” shall mean the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise), regardless of origin or location, of any writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations stored in any electronic medium from which information can be obtained either directly or, if necessary, after translation by you into a reasonably usable form. This includes, but is not limited to, electronic mail, instant messaging, videoconferencing, and other electronic correspondence (whether active, archived, or in a deleted items folder), word processing files, spreadsheets, databases, and video and sound recordings, whether stored on: cards; magnetic or electronic tapes; disks; computer hard drives, network shares or servers, or other drives; cloud-based platforms; cell phones, PDAs, computer tablets, or other mobile devices; or other storage media.

K. “FTC” or “Commission” shall mean the Federal Trade Commission.

L. “Identify” or “the Identity of” shall be construed to require identification of (a) natural persons by name, title, present business affiliation, present business address, email address, and telephone number, or if a present business affiliation or present business address is not known, the last known business and home addresses; and (b) businesses or other organizations by name, address, identities of natural persons who are officers, directors or managers of the business or organization, and contact persons, where applicable.

M. “Match.com” shall mean the dating platform available at www.match.com.

N. “Person(s)” means any natural person, corporate entity, partnership, association, joint venture, governmental entity, trust, or any other organization or entity engaged in commerce.

O. “Referring to” or “Relating to” shall mean discussing, describing, reflecting, containing, analyzing, studying, reporting, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

P. “Guarantee” shall mean any Company offer to provide free subscription services for Customers who fulfill certain criteria during their initial subscription period.

Q. “Test Profile(s)” shall mean any user profile, account, or other representation maintained on the Match.com platform that was created by or at the instruction of the Company. “Test Profile” shall include but not be limited to any “test dating profiles” as described in Section 15 (“Communications and Test Profiles”) of Match.com’s Terms of Use Agreement.

R. “You” and “Your” shall mean the person or entity to whom this CID is issued and includes the “Company.”

II. INSTRUCTIONS

A. **Sharing of Information:** The Commission often makes its files available to other civil and criminal federal, state, local, or foreign law enforcement agencies. The Commission may make information supplied by you available to such agencies where appropriate pursuant to the Federal Trade Commission Act and 16 C.F.R. § 4.11 (c) and (j). Information you provide may be used in any federal, state, or foreign civil or criminal proceeding by the Commission or other agencies.

B. **Meet and Confer:** You must contact **Zachary A. Keller** at (214) 979-9382 as soon as possible to schedule a meeting (telephonic or in person) to be held within fourteen (14) days after receipt of this CID, or before the deadline for filing a petition to quash, whichever is first, in order to discuss compliance and to address and attempt to resolve all issues, including issues relating to protected status and the form and manner in which claims of protected status will be asserted, and the submission of ESI and other electronic productions as described in these Instructions. Pursuant to 16 C.F.R. § 2.7(k), you must make available personnel with the knowledge necessary for resolution of the issues relevant to compliance with this CID, including but not limited to personnel with knowledge about your information or records management systems, relevant materials such as organizational charts, and samples of material required to be produced. If any issues relate to ESI, you must make available a person familiar with your ESI systems and methods of retrieval.

C. **Applicable Time Period:** Unless otherwise directed in the specifications, the applicable time period for the request shall be from **January 1, 2013, until the date of full and complete compliance with this CID.**

D. **Claims of Privilege:** If any material called for by this CID is withheld based on a claim of privilege, work product protection, or statutory exemption, or any similar claim (*see* 16 C.F.R. § 2.7(a)(4)), the claim must be asserted no later than the return date of this CID. In addition, pursuant to 16 C.F.R. § 2.11(a)(1), submit, together with the claim, a detailed log of the items withheld. The information in the log shall be of sufficient detail to enable the Commission staff to assess the validity of the claim for each document, including attachments, without disclosing the protected information. Submit the log in a searchable electronic format, and, for each document, including attachments, provide:

1. Document control number(s);
2. The full title (if the withheld material is a document) and the full file name (if the withheld material is in electronic form);
3. A description of the material withheld (for example, a letter, memorandum, or email), including any attachments;
4. The date the material was created;

5. The date the material was sent to each recipient (if different from the date the material was created);
6. The email addresses, if any, or other electronic contact information to the extent used in the document, from which and to which each document was sent;
7. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all authors;
8. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all recipients of the material;
9. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all persons copied on the material;
10. The factual basis supporting the claim that the material is protected; and
11. Any other pertinent information necessary to support the assertion of protected status by operation of law.

16 C.F.R. § 2.11(a)(1)(i)-(xi).

In the log, identify by an asterisk each attorney who is an author, recipient, or person copied on the material. The titles, business addresses, email addresses, and relevant affiliations of all authors, recipients, and persons copied on the material may be provided in a legend appended to the log. However, provide in the log the information required by Instruction D.6. 16 C.F.R. § 2.11(a)(2). The lead attorney or attorney responsible for supervising the review of the material and who made the determination to assert the claim of protected status must attest to the log. 16 C.F.R. § 2.11(a)(1).

If only some portion of any responsive material is privileged, all non-privileged portions of the material must be submitted. Otherwise, produce all responsive information and material without redaction. 16 C.F.R. § 2.11(c). The failure to provide information sufficient to support a claim of protected status may result in denial of the claim. 16 C.F.R. § 2.11(a)(1).

E. Document Retention: You shall retain all documentary materials used in the preparation of responses to the specifications of this CID. The Commission may require the submission of additional documents at a later time during this investigation. **Accordingly, you should suspend any routine procedures for document destruction and take other measures to prevent the destruction of documents** that are in any way relevant to this investigation during its pendency, irrespective of whether you believe such documents are protected from discovery by privilege or otherwise. *See* 15 U.S.C. § 50; *see also* 18 U.S.C. §§ 1505, 1519.

F. Petitions to Limit or Quash: Any petition to limit or quash this CID must be filed with the Secretary of the Commission no later than twenty (20) days after service of the CID, or, if the return date is less than twenty (20) days after service, prior to the return date. Such petition shall

set forth all assertions of protected status or other factual and legal objections to the CID, including all appropriate arguments, affidavits, and other supporting documentation. 16 C.F.R. § 2.10(a)(1). Such petition shall not exceed 5,000 words as set forth in 16 C.F.R. § 2.10(a)(1) and must include the signed separate statement of counsel required by 16 C.F.R. § 2.10(a)(2). **The Commission will not consider petitions to quash or limit absent a pre-filing meet and confer session with Commission staff and, absent extraordinary circumstances, will consider only issues raised during the meet and confer process. 16 C.F.R. § 2.7(k); see also § 2.11(b).**

G. Modification of Specifications: If you believe that the scope of the required search or response for any specification can be narrowed consistent with the Commission's need for documents or information, you are encouraged to discuss such possible modifications, including any modifications of definitions and instructions, with **Zachary A. Keller at (214) 979-9382**. All such modifications must be agreed to in writing by the Bureau Director, or a Deputy Bureau Director, Associate Director, Regional Director, or Assistant Regional Director. 16 C.F.R. § 2.7(l).

H. Certification: A responsible corporate officer shall certify that the response to this CID is complete. This certification shall be made in the form set out on the back of the CID form, or by a declaration under penalty of perjury as provided by 28 U.S.C. § 1746.

I. Scope of Search: This CID covers documents and information in your possession or under your actual or constructive custody or control including, but not limited to, documents and information in the possession, custody, or control of your attorneys, accountants, directors, officers, employees, the controlling shareholder, and other agents and consultants, whether or not such documents and information were received from or disseminated to any person or entity.

J. Document Production: You shall produce the documentary material by making all responsive documents available for inspection and copying at your principal place of business. Alternatively, you may elect to send all responsive documents to **James E. Elliott, Federal Trade Commission, 1999 Bryan Street Suite 2150, Dallas, Texas 75201**. Because postal delivery to the Commission is subject to delay due to heightened security precautions, please use a courier service such as Federal Express or UPS. Notice of your intended method of production shall be given by email or telephone to **Zachary A. Keller at (214) 979-9382 or zkeller@ftc.gov** at least five days prior to the return date.

K. Document Identification: Documents that may be responsive to more than one specification of this CID need not be submitted more than once; however, your response should indicate, for each document submitted, each specification to which the document is responsive. If any documents responsive to this CID have been previously supplied to the Commission, you may comply with this CID by identifying the document(s) previously provided and the date of submission. Documents should be produced in the order in which they appear in your files or as electronically stored and without being manipulated or otherwise rearranged; if documents are removed from their original folders, binders, covers, containers, or electronic source in order to be produced, then the documents shall be identified in a manner so as to clearly specify the folder, binder, cover, container, or electronic media or file paths from which such documents

came. In addition, number all documents in your submission with a unique identifier, and indicate the total number of documents in your submission.

L. Production of Copies: Unless otherwise stated, legible photocopies (or electronically rendered images or digital copies of native electronic files) may be submitted in lieu of original documents, provided that the originals are retained in their state at the time of receipt of this CID. Further, copies of originals may be submitted in lieu of originals only if they are true, correct, and complete copies of the original documents; provided, however, that submission of a copy shall constitute a waiver of any claim as to the authenticity of the copy should it be necessary to introduce such copy into evidence in any Commission proceeding or court of law; and provided further that you shall retain the original documents and produce them to Commission staff upon request. Copies of marketing materials and advertisements shall be produced in color, and copies of other materials shall be produced in color if necessary to interpret them or render them intelligible.

M. Electronic Submission of Documents: See the attached “Federal Trade Commission, Bureau of Consumer Protection Concordance/Relativity Production Requirements,” which details all requirements for submission of information, generally requiring that files be produced in native form and specifying the metadata to be produced. As noted in the attachment, some items require discussion with the FTC counsel **prior to** production, which can be part of the general “Meet and Confer” described above. If you would like to arrange a separate discussion involving persons specifically familiar with your electronically stored information (ESI) systems and methods of retrieval, make those arrangements with FTC counsel when scheduling the general meet and confer discussion.

N. Sensitive Personally Identifiable Information: If any material called for by these requests contains sensitive personally identifiable information or sensitive health information of any individual, please contact us before sending those materials to discuss whether it would be appropriate to redact the sensitive information. If that information will not be redacted, contact us to discuss encrypting any electronic copies of such material with encryption software such as SecureZip and provide the encryption key in a separate communication.

For purposes of these requests, sensitive personally identifiable information includes: an individual’s Social Security number alone; or an individual’s name or address or phone number in combination with one or more of the following: date of birth; Social Security number; driver’s license number or other state identification number or a foreign country equivalent; passport number; financial account number; credit card number; or debit card number. Sensitive health information includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

O. Information Identification: Each specification and subspecification of this CID shall be answered separately and fully in writing under oath. All information submitted shall be clearly and precisely identified as to the specification(s) or subspecification(s) to which it is responsive.

P. Certification of Records of Regularly Conducted Activity: Attached is a Certification of Records of Regularly Conducted Activity, which may reduce the need to subpoena the Company to testify at future proceedings in order to establish the admissibility of documents produced in response to this CID. You are asked to execute this Certification and provide it with your response.

III. INTERROGATORIES

Unless otherwise instructed, provide the following information for the Applicable Time Period, as set forth in Instruction II.C. If You are not able to fully respond to any Interrogatory, explain why You are not able to fully respond.

Corporate Information

1. Identify Each subsidiary of Match Group, Inc. that contributes to Match.com's business operations and state or describe the following Relating to Each Identified subsidiary:
 - a. State of incorporation;
 - b. Role in Match.com's business operations; and
 - c. Identity of All Persons who:
 - i. Are officers or directors;
 - ii. Own more than 10% of the subsidiary's shareholding equity;
 - iii. Own more than 10% of the subsidiary's voting rights; and
 - iv. Exercise control over the entity and are not Identified in Interrogatories 1c(i)-(iii).
2. For Each website owned or managed by the Company that contributes to Match.com's business operations, state the following:
 - a. URL of the website;
 - b. Date that the website first became operational and, if applicable, the date that it ceased operating;
 - c. Description of the type of activity, function, or offering available through the website;
 - d. Description of the target audience, including, but not limited to, age and gender categories; and
 - e. Whether any information accessed, collected, or maintained by the Company from Customers is shared with other Persons and, if so, identify the purpose for the sharing of such information.
3. State the following information on a quarterly basis:
 - a. Revenue generated by Match.com;
 - b. Number of Match.com accounts whose owner is not paying for services;
 - c. Number of Match.com accounts whose owner is paying for services; and
 - d. Number of Test Profiles on Match.com.

4. Identify All current and former employees or other Persons working for or affiliated with the Company that managed, supervised, enforced, or helped create the policies for its Advertising and business practices, including the following:

- a. The creation of subscription packages and other means of pricing and selling Match.com's services;
- b. Promotional offerings;
- c. Marketing or Advertising plans, marketing reports, business studies, and creative strategies;
- d. Account cancellation procedures;
- e. Customer support services;
- f. Terminating or suspending accounts as a result of a Customer Chargeback;
- g. Creation of Test Profiles; and
- h. Use of Test Profiles.

Customer Service and Subscription Services

5. State the Company's quarterly revenues that are generated by recurring subscriptions, both in terms of U.S. Dollars and as a percentage of the Company's total revenues.

6. Describe Each offer the Company has made that provides any form of discount, free trial period, or Guarantee, including:

- a. The terms and conditions of the offer;
- b. Whether the offer included a negative option plan; and
- c. The dates during which the offer was available to Customers.

7. On a quarterly basis, state or describe:

- a. The number of free trial offers accepted by Customers;
- b. Of the accepted free trial offers stated in Interrogatory 7a, how many trial offers resulted in an automatically renewed subscription; and
- c. Of the renewed subscriptions stated in Interrogatory 7b, how many subscriptions were subsequently renewed for at least one additional period.

8. On a quarterly basis, state or describe:

- a. The number of Customers who purchased a six-month package that is subject to a Guarantee offer;
- b. The number of Customers who have attempted to redeem a free subscription period under a Guarantee;
- c. The number of Customers who have been granted a free subscription period under a Guarantee;
- d. Of the Customers stated in Interrogatory 8a, how many six-month packages were renewed for a paying six-month term after the initial six-month term expired; and
- e. Of the subscriptions stated in Interrogatory 8d, how many subscriptions were renewed for an additional period after the first two six-month terms.

9. State whether the Company has taken action to terminate or suspend the account of any Customer who has instituted a Chargeback. If so, state:

- a. On a quarterly basis, the number of Customer Chargebacks;
- b. On a quarterly basis, the number of Customers who sought Chargebacks and whose accounts were:
 - i. Suspended; and
 - ii. Terminated.
- c. On a quarterly basis, the average length of time that a Customer account was suspended due to a Chargeback after the Chargeback was resolved.

Test Profiles

10. For any Test Profile that has appeared on Match.com, state the following:

- a. Username and any unique internal identifier;
- b. Profile's gender;
- c. Date the profile was created;
- d. Website(s) on which the profile can be accessed;
- e. The Identity of the Person whose photo was used for the Test Profile;
- f. Number of Customers contacted and the type of contact made on a quarterly basis, including but not limited to winks, favorites, direct messages, or the Company providing a list of potential partners to a Customer that includes such Test Profile;
- g. Of the Customers stated in the response to Interrogatory 10f, the number of Customers that were not paying Customers to Match.com at the time of contact; and
- h. Of the Customers stated in the response to Interrogatory 10g, the number of Customers that became paying Customers after the time of the Test Profile's initial contact.

11. State the following:

- a. The percentage of All non-paying Customers who were both contacted by a Test Profile and converted a non-paying account into a paying account after a Test Profile's initial contact; and
- b. The percentage of All non-paying Customers who were both never contacted by a Test Profile and converted a non-paying account into a paying account.

12. To the extent that the Company contacts Customers by using Test Profiles, state the number of Customers that are contacted on a quarterly basis by Test Profiles in terms of the following demographic groupings:

- a. Age:
 - i. 18-31
 - ii. 32-45
 - iii. 46-65
 - iv. 66+

- b. Gender:
 - i. Male
 - ii. Female
 - c. Subscription Status:
 - i. Paying Customer
 - ii. Non-Paying Customer
13. Describe the results of All internal research, report, data evaluation, third-party consultation, in-house presentation, or any other form of investigation Relating to:
- a. Test Profiles;
 - b. How the Company uses Test Profiles;
 - c. Demographic information Relating to whom Test Profiles should contact; and
 - d. How to monetize the use of Test Profiles (for example, by attracting non-paying Customers to become paying Customers).

Policies, Practices, and Consumer Interaction

14. Describe the Company's policies and practices Relating to the following:
- a. Free trial offers, including:
 - i. Terms and conditions;
 - ii. Cancellation provisions; and
 - iii. Timing requirements Relating to when Customers must cancel their free trial offer to avoid being billed for a recurring subscription.
 - b. Guarantees, including:
 - i. Terms and conditions;
 - ii. The Company's monitoring of Customers' compliance with the terms and conditions;
 - iii. The Company's reasons for creating Each of the Guarantee's compliance requirements; and
 - iv. All timing requirements Relating to redeeming a Guarantee.
 - c. Recurring subscriptions not related to free trial offers or Guarantees, including:
 - i. Terms and conditions; and
 - ii. Whether the Customer's account is charged prior to the expiration of its current subscription period and when such charge is made.
 - d. Customer support services, including:
 - i. The mediums the Company uses to communicate with its customers (e.g., phone, email);
 - ii. The hours of operation for such services;
 - iii. The average hold time for Customers attempting to contact the Company by telephone;
 - iv. Any feature of the support services that advises Customers that their attempt to contact the Company is unsuccessful and that they should therefore try again at a later date;

- v. The average response time for Customers attempting to contact the Company by email; and
 - vi. How the Company monitors its customer support services.
 - e. Account cancellation, including:
 - i. Any material limitations on when a Customer may cancel an account;
 - ii. The mediums through which Customers may cancel accounts; and
 - iii. How the Company confirms account cancellation to its Customers..
 - f. Customer Chargebacks, including:
 - i. Policies that define how long a Customer's account should be terminated or suspended;
 - ii. Whether and how a suspension due to a Chargeback affects the status of the recurring subscription attached to the Customer's account; and
 - iii. Whether the duration of the suspension due to a Chargeback counts against the Customer's current subscription period.
 - g. Creating and using Test Profiles, including:
 - i. Why the Company makes use of Test Profiles;
 - ii. Where Test Profile content originated;
 - iii. Whether and to what extent Customer-generated content is utilized in Test Profiles;
 - iv. Whether and how the Company secures the consent of Customers whose account content is utilized in Test Profiles; and
 - v. Whether Customers may opt-out of Match.com's use of Customer information for Test Profiles.
- 15. Describe the Company's notifications and other disclosures to Customers Relating to the following:
 - a. Free trial offers;
 - b. Guarantees, including:
 - i. Notifications prior to the Company charging a Customer's account for a successive subscription when that Customer has attempted to comply with the Guarantees;
 - ii. Notifications Relating to Customers' compliance status; and
 - iii. Notifications Relating to upcoming compliance criteria.
 - c. Renewal of service packages not related to free trial offers or Guarantees;
 - d. Account cancellation;
 - e. The consequences of bringing a Chargeback against the Company; and
 - f. Use of Test Profiles, including:
 - i. Disclosures made within the Test Profile itself;
 - ii. Disclosures contained in communications made by the Test Profile; and
 - iii. Any other form of disclosure or signal whereby Customers can distinguish Test Profiles from Customer profiles.

16. For Each Advertisement Relating to free trial offers or Guarantees, state or describe:

- a. Whether such Ad relates to free trial offers, Guarantees, or both;
- b. Terms and conditions that are depicted in the Ad;
- c. Beginning and ending dates of dissemination; and
- d. For Each Ad, state the following:
 - i. Date and time the Ad was disseminated;
 - ii. Locations the Ad was disseminated; and
 - iii. Approximate number of persons who received or viewed the Ad.

17. Describe All Customer complaints, including stating the date of the complaint, the Identity of the Customer, and how the complaint was resolved, Relating to the following:

- a. Free trial offers;
- b. Guarantees;
- c. Recurring subscription packages not related to free trial offers or Guarantees;
- d. Customers who claim to have canceled their accounts yet have been charged for additional service periods;
- e. Availability of customer support services;
- f. Customers who have had their services terminated after unsuccessfully disputing a charge; and
- g. Alleged use of Test Profiles.

IV. DOCUMENT REQUESTS

Unless otherwise instructed, produce the following Documents for the Applicable Time Period, as set forth in Instruction II.C. Where Documents responsive to any specification below are stored in magnetic or electronic form, produce such Documents in media as set forth in Instruction II.M.

Corporate Information

1. Documents sufficient to Identify the Persons responsible for creating, implementing, or enforcing the Company's policies and practices Relating to Advertising, marketing, implementing, and pricing for:

- a. Free trial offers;
- b. Guarantees;
- c. Recurring subscription packages not related to free trial offers or Guarantees;
- d. Account cancellation;
- e. Customer services practices;
- f. Chargebacks; and
- g. Test Profiles.

2. A copy of Each organizational chart and personnel directory for the Company, including email addresses.

Customer Service and Subscription Services

3. A copy of the following:
 - a. Relating to free trial offers:
 - i. All Advertisements;
 - ii. All marketing or Advertising plans;
 - iii. All registration pages; and
 - iv. All consumer research reports.
 - b. Relating to Guarantees:
 - i. All Advertisements;
 - ii. All marketing or Advertising plans;
 - iii. All registration pages; and
 - iv. All consumer research reports.
 - c. Relating to All service packages that do not include free trial offers or Guarantees:
 - i. All Advertisements;
 - ii. All marketing or Advertising plans;
 - iii. All registration pages; and
 - iv. All consumer research reports.
4. All Documents related to any internal research, report, data evaluation, third-party consultation, in-house presentation, or any other form of investigation Relating to how negative option features should be disclosed in any offer or Advertisement made by the Company.
5. Documents sufficient to show the billing records and payment history of the following:
 - a. Customers enumerated in Interrogatory 9b(i);
 - b. Customers enumerated in Interrogatory 9b(ii);
 - c. Customers enumerated in Interrogatory 10(h);
 - d. Customers Identified in Interrogatory 17a;
 - e. Customers Identified in Interrogatory 17b;
 - f. Customers Identified in Interrogatory 17c;
 - g. Customers Identified in Interrogatory 17d;
 - h. Customers Identified in Interrogatory 17e; and
 - i. Customers Identified in Interrogatory 17f.

Test Profiles

6. All Documents related to any internal research, report, data evaluation, third-party consultation, in-house presentation, or any other form of investigation Relating to Test Profiles, including the following:
 - a. How the Company uses Test Profiles;
 - b. Demographic information Relating to whom Test Profiles should contact; and

- c. How to monetize the use of Test Profiles (for example, by attracting non-paying Customers to become paying Customers).
7. A copy of the following Documents Relating to Test Profiles:
- a. All Advertisements disclosing their use;
 - b. All marketing or Advertising plans; and
 - c. All offer pages and registration pages disclosing their use.

Policies, Practices, and Consumer Interaction

8. Documents sufficient to show the Company's policies and practices, including but not limited to any internal correspondence Relating to the creation or modification of such policies and practices, regarding the following:

- a. Free trial offers;
- b. Guarantees;
- c. Recurring subscription plans not related to free trial offers or Guarantees;
- d. Customer support services, including:
 - i. The operations of any call center involved, whether managed by the Company or via third-party contractor;
 - ii. Handbooks, call scripts, and related materials; and
 - iii. Formal or informal memoranda Relating to hours of operation, availability to customers, and customer interaction.
- e. Account cancellation, including how, when, and where Customers may cancel subscriptions and how such cancellation is confirmed;
- f. Customers instituting Chargebacks; and
- g. Creating and using Test Profiles.

9. Documents sufficient to show the Company's notifications and other disclosures, including but not limited to internal correspondence Relating to the creation or modification of such notifications and other disclosures, regarding the following:

- a. Free trial offers;
- b. Guarantees, including:
 - i. Notifications prior to the Company charging a Customer's account for a successive six-month subscription when that Customer has attempted to comply with the Guarantees;
 - ii. Notifications Relating to Customers' compliance status; and
 - iii. Notifications Relating to upcoming compliance criteria.
- c. Recurring subscription plans not related to free trial offers or Guarantees;
- d. Account cancellation;
- e. Customer Chargebacks, including:
 - i. The status of Customer accounts;
 - ii. The impact any suspension of their account has on their recurring subscription; and

- iii. Whether the duration of the suspension counts against the Customer's current subscription period.
 - f. The Company's use of Test Profiles.
10. All Documents Relating to Customer complaints, including but not limited to internal correspondence Relating to resolving such complaints, regarding the following:
- a. Free trial offers;
 - b. Guarantees;
 - c. Recurring subscriptions but not related to free trial offers or Guarantees;
 - d. Customers who claim to have canceled their accounts yet have been charged for additional service periods;
 - e. Availability of customer support services;
 - f. Customer Chargebacks;
 - g. Any alleged or real failure to provide a Customer access to his or her account; and
 - h. Any alleged or real use of Test Profiles by the Company.
11. All Documents Relating to any communications between the Company (or any affiliated person or entity) and any local, state, or federal government or industry regulatory body, including but not limited to the National Advertising Divisions of the Council of Better Business Bureaus or the Electronic Retailing Self-Regulation Program, concerning Advertising Relating to Match.com.

V. REQUEST FOR ORAL TESTIMONY OF CORPORATE DESIGNEE

The Company is required to designate and make available one or more officers, directors, or managing agents, or others who consent to testify on its behalf. Unless a single individual is designated, the Company must designate in advance and in writing the matters on which Each designee will testify. The person(s) designated must testify about information known or reasonably available to the Company and their testimony shall be binding upon it. 16 C.F.R. § 2.7(h).

The person(s) designated must be prepared to provide testimony Relating to the following topics:

- 1. His or her background, education, and work experience, including his or her work at the Company and Relating to any matters addressed in Sections III or IV of this CID.
- 2. The Company's answers to the interrogatories in Section III of this CID, and documents the Company produced in response to the requests in Section IV of this CID.
- 3. The Company's organizational and management structure, including Each division and the Person(s) responsible for managing Each division.
- 4. The Identity of the Persons responsible for creating, implementing, or enforcing the Company's policies and procedures Relating to Advertising, marketing, customer service, and pricing, and the nature of such person's responsibilities.

5. Each option available to a Customer who has demanded a refund, has been subject to an alleged or real unauthorized charge, has been subject to a termination or suspension of her account, or has instituted a Chargeback against the Company.

6. All terms and conditions Relating to Customers' use of Match.com.

7. The training materials and any other Communications provided to the Company's customer service representatives or other employees Relating to any matters addressed in Sections III or IV of this CID.

8. The Company's policies and procedures, including their creation, implementation, and enforcement, Relating to any matters addressed in Interrogatory 14 of this CID, above, including, but not limited to:

- a. The Identity of any Person who created, implemented, or enforced the Company's policies and procedures;
- b. How the policies and procedures were drafted and approved by the Company;
- c. How the policies and procedures were implemented across the organization;
- d. How and by whom the policies and procedures are enforced;
- e. Billing and cancellation practices;
- f. The method by which the Company conducts audits of compliance with its policies and procedures;
- g. The method by which the Company trains its employees about the policies and procedures; and
- h. Any incentives or compensation provided to employees based upon the Company's denying refunds or reversing Chargeback demands by Customers.

9. The number and nature of complaints that the Company received from a Customer, directly or indirectly, Relating to any matters addressed in Document Request 10 of this CID, and the Company's responses.

10. Any investigations, legal actions, dispute resolution proceedings, and administrative actions Relating to any matters addressed in Document Request 11 of this CID.

11. The Company's compliance with the Document Retention requirements set forth in Instruction II.E. and the date that such compliance went into effect.

NOTE: This CID is issued in conformance with Section 2703 of Title 18 of the United States Code (the Electronic Communications Privacy Act) and seeks only to obtain information permitted by that section. To the extent that you believe you are a provider of Electronic Communications Service or Remote Computing Service to a customer or subscriber about whom this CID seeks information: (1) do not divulge a record or information pertaining to such customer or subscriber or the content of such customer's or subscriber's communications; and (2) provide an explanation and All supporting Documents as to why you believe you are a provider

of electronic communication services or remote computing services and why producing such information or Documents is prohibited by ECPA. To the extent you provide services other than electronic communications services or remote computing services to Person(s) Identified herein, you should answer the interrogatories and produce the demanded Documents regarding such services in full. If you have any questions, please contact FTC staff attorney Zachary A. Keller at (214) 979-9382 before providing responsive documents or information.

**Federal Trade Commission, Bureau of Consumer Protection
Concordance/Relativity Production Requirements**

Submit all documents according to the instructions below. Some instructions require discussion with FTC counsel prior to production, which can be part of a general “Meet and Confer” between the parties or a separate discussion involving persons specifically familiar with your electronically stored information (ESI) systems and methods of retrieval.

Production Format

1. Submit Concordance load-ready electronic productions with:
 - a. an Opticon image load file (OPT) containing a line for every image file in the production, and
 - b. a Concordance delimited data load file (DAT) containing a line for every document in the production, with bates references, metadata fields, and native file links where applicable.
2. ESI – Documents stored in electronic format in the ordinary course of business shall be submitted in the following electronic format:
 - a. Microsoft Excel, Access, and PowerPoint – Submit in native format with extracted text and metadata. Data compilations in Excel spreadsheets or in delimited text formats must contain all underlying data unredacted with all underlying formulas and algorithms intact.
 - b. Discuss production of other spreadsheet, database, presentation, and multimedia formats, instant messages, CRM, and proprietary applications with FTC counsel prior to submission.
 - c. Submit all ESI other than that described above in native electronic format with extracted text or Optical Character Recognition (OCR) and all related metadata, and with corresponding image renderings as converted to Group IV, 300 DPI, single-page Tagged Image File Format (TIFF) or as color JPEG images (where color is necessary to interpret the contents or render them intelligible).
 - d. Each electronic file should be assigned a unique document identification (DocID) or bates number.
3. Hard copy – Documents stored in hard copy in the ordinary course of business must be scanned and submitted as 300 DPI individual single page TIFFs (or color JPGs when necessary to interpret documents or render them intelligible), with corresponding document-level OCR text and with logical document determination clearly rendered in an accompanying load file. Each page shall be endorsed with a DocID or bates number.
4. Extracted Text/OCR – Submit text as document-level text files, named for the beginning

A-1

DocID or bates number, and organized into a folder separate from images. BCP cannot accept Unicode text files and will request replacement files if received.

5. Document Identification – Each document must have a unique DocId or bates number, consisting of a prefix and a consistent number of numerals to prevent issues with image display, using leading zeros where necessary. Do not use a space to separate the prefix from numbers.
6. Family Relationships – Regardless of the form of production, preserve the parent/child relationship by:
 - a. producing attachments as separate documents and numbering them consecutively to the parent email, and
 - b. including a reference to all attachments.
7. Deduplication and Email Threading – You must have FTC counsel approval to utilize any de-duplication or email threading software or services.
8. Password Protected Files – Remove passwords prior to production. If password removal is not possible, provide a cross reference file including original filename, production filename, and the respective password.

Production Metadata

9. For each document electronically submitted to the FTC, include the following metadata fields in a standard ASCII delimited data load file. The following charts describe the required metadata for hard copy scanned documents, email, email attachments, and native files. Alongside each piece of information, include a corresponding field name for the delimited data load file.

a. Hard Copy Scanned Documents

Document Info / Metadata	Description	Concordance Field Name
Beginning Bates number	The beginning bates number for the document	BEGBATES
Ending Bates number	The ending bates number for the document	ENDBATES
Page Count	The total number of pages in the document	PGCOUNT
Custodian	Mailbox where the email resided	CUSTODIAN

b. Email

Document Info / Metadata	Description	Concordance Field Name
Beginning Bates number	The beginning bates number for the document	BEGBATES

Ending Bates number	The ending bates number for the document	ENDBATES
Page Count	The total number of pages in the document	PGCOUNT
Custodian	Mailbox where the email resided	CUSTODIAN
To	Recipient(s) of the email	RECIPIENT
From	The person who authored the email	FROM
CC	Person(s) copied on the email	CC
BCC	Person(s) blind copied on the email	BCC
Date Sent	Date the email was sent	DATESENT
Time Sent	Time the email was sent	TIMESENT
Subject	Subject line of email	SUBJECT
Date Received	Date the email was received	DATERCVD
Time Received	Time the email was received	TIMERCVD
Child records (attachments)	The beginning bates number(s) of attachments delimited by comma	ATTACHMENTID
Location or "Path"	Location of email in personal folders/Deleted Items/Sent Items	FILEPATH
Message ID	MS Outlook Message ID or similar number in other message systems	MESSAGEID

c. Email Attachments

Document Info / Metadata	Description	Concordance Field Name
Beginning Bates number	The beginning bates number for the document	BEGBATES
Ending Bates number	The ending bates number for the document	ENDBATES
Page Count	The total number of pages in the document	PGCOUNT
Custodian	The name of the original custodian of the file	CUSTODIAN
Parent Record	Beginning bates number of parent email	PARENTID
Creation Date	The date attachment was saved at the location on the electronic media for the first time	CREATEDATE
Creation Time	The time the attachment was saved at the location on the electronic media for the first time	CREATETIME
Modified Date	The date/time the attachment was last changed, and then saved	MODDATE
Modified Time	The time the attachment was last changed, and then saved	MODTIME
Last Accessed Date	The time the attachment was last opened, scanned, or even "touched" by a user or software activity	LASTACCDATE

Last Accessed Time	The time the attachment was last opened, scanned, or even "touched" by a user or software activity	LASTACCTIME
Size	The amount of space the file takes up on the electronic media. Usually recorded in kilobytes, however may be reported in single bytes	FILESIZE
File Name	The name of the attachment including the extension denoting the application in which the file was created	FILENAME
Native link	Relative path of submitted native files such as Excel spreadsheets	NATIVELINK
Hash	The SHA (Secure Hash Algorithm) or MD5 (Message Digest) hash for the original native file if available	HASH

d. Native Files

Document Info / Metadata	Description	Concordance Field Name
Beginning Bates number	The beginning bates number for the document	BEGBATES
Ending Bates number	The ending bates number for the document	ENDBATES
Page Count	The total number of pages in the document	PGCOUNT
Custodian	The name of the original custodian of the file	CUSTODIAN
Creation Date	The date attachment was saved at the location on the electronic media for the first time	CREATEDATE
Creation Time	The time the attachment was saved at the location on the electronic media for the first time	CREATETIME
Modified Date	The date/time the attachment was last changed, and then saved	MODDATE
Modified Time	The time the attachment was last changed, and then saved	MODTIME
Last Accessed Date	The time the attachment was last opened, scanned, or even "touched" by a user or software activity	LASTACCDATE
Last Accessed Time	The time the attachment was last opened, scanned, or even "touched" by a user or software activity	LASTACCTIME
Size	The amount of space the file takes up on the electronic media. Usually recorded in kilobytes	FILESIZE
File Name	The name of the file including the extension denoting the application in which the file was created	FILENAME
Native link	Relative path of submitted native files	NATIVELINK
Hash	The SHA (Secure Hash Algorithm) or MD5 Hash for the original native file if available	HASH

10. Use these delimiters in delimited data load files:

Description	Symbol	ASCII Character
Field Separator	<	20
Quote Character	„	254
Multi Entry delimiter	@	174
<Return> Value in data	~	126

11. Submit date and time data in separate fields so Concordance can load it.

Production Media and Submission

12. Prior to production, scan all media and data contained therein for viruses and confirm the media and data is virus free.
13. For productions smaller than 50 GB, the FTC can accept electronic file transfer via FTC-hosted secure file transfer protocol. Contact the FTC to request this option. The FTC cannot accept files via Dropbox, Google Drive, or other third-party file transfer sites.
14. Use the least amount of media necessary for productions. Acceptable media formats are optical discs (CD, DVD), flash drives, and hard drives. Format all media for use with Windows 7.
15. Data encryption tools may be employed to protect privileged or other personal or private information. Discuss encryption formats with the FTC prior to production. Provide encryption passwords in advance of delivery, under separate cover.
16. Postal delivery to the FTC is subject to delay due to heightened security precautions. Mark the exterior of all packages containing electronic media sent through the U.S. Postal Service or other delivery services as follows:

MAGNETIC MEDIA – DO NOT X-RAY
MAY BE OPENED FOR POSTAL INSPECTION.

17. Provide a production transmittal letter with all productions that includes:
 - a. Production volume name (e.g., Volume 1),
 - b. Date of production,
 - c. The numeric DocID number range of all documents included in the production,
 - d. List of custodians and the DocID number range for each,
 - e. Total number of records and all underlying images, emails, and associated attachments, native files, and databases in the production;
 - f. List of load file fields in the order in which they are organized in the data file.

CERTIFICATION OF RECORDS OF REGULARLY CONDUCTED ACTIVITY
Pursuant to 28 U.S.C. § 1746

1. I, _____, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I have authority to certify the authenticity of the records produced by Match Group, Inc. and attached hereto.
3. The documents produced and attached hereto by Match Group, Inc. are originals or true copies of records of regularly conducted activity that:
 - a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b) Were kept in the course of the regularly conducted activity of Match Group, Inc.; and
 - c) Were made by the regularly conducted activity as a regular practice of Match Group, Inc.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2017.

Signature

ORIGIN ID: R0VA (202) 326-3347 CRYSTAL MCCOY-HUNTER FEDERAL TRADE COMMISSION 600 PENNSYLVANIA AVE. WASHINGTON, DC 20580 UNITED STATES US		SHIP DATE: 15MAR17 ACT WTG: 0.50 LB CMO: 102517200/MET 3850
TO MATCH GROUP, INC. 8750 NORTH CENTRAL EXPRESSWAY SUITE 1400 DALLAS TX 75231 (202) 326-3446 TX PO 0612		REF: 1723013606306 DEPT
		
		
546J31ADB53C1		

TRACK# 7786 5559 8686 0201 SH TRLA TX-US DFW 75231	FRI - 17 MAR 4:30P ** 2DAY ** DSR
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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT 79-56

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August 6, 2019

VIA E-MAIL (ZKELLER@FTC.GOV)

Zachary A. Keller, Esq.
Federal Trade Commission
Southwest Region
1999 Bryan Street, Suite 2150
Dallas, TX 75201

Re: FTC / Match

Dear Zach:

Match and the FTC have repeatedly discussed the FTC's concerns about certain of Match's practices. In addition, you have provided Match with a draft Complaint that details the FTC's legal theories as to why the FTC believes Match's practices are unlawful. While we have denied any wrongdoing related to the FTC's proposed claims and will continue to do so until the investigation either closes or the claims are dismissed, as you know, our business has changed over the time period of this investigation. This letter is to leave absolutely no doubt regarding Match's current and future practices.

In short, Match does not engage in any of the following practices in the FTC's draft Complaint, nor does it have any plans or intentions to do so in the future:

- Send notifications ("PTRs") associated with communications from any subscriber account then under fraud review to any non-subscriber as alleged in Count I;
- Allow communications from any subscriber account then under fraud review to reach any non-subscriber (or, for that matter, recent subscribers, which Match has never done) as alleged in Count II;
- Offer a "guarantee" program that allows consumers who meet certain terms and conditions to extend their subscriptions without cost as alleged in Count III,

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Denver
Houston Los Angeles New York Orlando Philadelphia Seattle Washington, DC

Zachary A. Keller, Esq.

August 6, 2019

Page 2

- without clearly and conspicuously disclosing the full terms and conditions of the guarantee program;
- Bar consumers who have unsuccessfully disputed charges through their financial institutions, including preventing them from using paid Match.com subscription services as alleged in Count IV.

Moreover, Match has no plans or intentions ever to reinstitute any of these practices.

If the FTC chooses to pursue legal action against Match, it cannot plead any facts in good faith inconsistent with the foregoing, including but not limited to alleging that Match is violating, or is about to violate, the FTC Act with respect to any of the discontinued practices described above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda A. Goldstein", with a stylized flourish at the end.

Linda A. Goldstein

EXHIBIT 80

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,
Plaintiff,

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

DECLARATION OF JAMES LANGENFELD

I, James Langenfeld, declare as follows:

1. I have been designated as an expert witness in this action on behalf of Defendants Match Group, Inc. and Match Group, LLC.

2. I am over the age of 18 and competent to make this Declaration. The statements contained in this Declaration are based on my personal knowledge.

3. I prepared the Rebuttal Expert Report to Dr. King's Rebuttal Report that was served on Plaintiff Federal Trade Commission on June 14, 2023. A true and correct copy is attached hereto and incorporated herein as **Exhibit 1**. The contents of **Exhibit 1** are true and correct to the best of my knowledge. If called and sworn as a witness, I would and could testify competently to the matters set forth in **Exhibit 1**.

4. I prepared the Rebuttal Expert Report of James Langenfeld, Ph.D, that was served on Plaintiff Federal Trade Commission on August 22, 2023. A true and correct copy is attached hereto and incorporated herein as **Exhibit 2**. The contents of **Exhibit 2** are true and correct to the best of my knowledge. If called and sworn as a witness, I would and could testify competently to the matters set forth in **Exhibit 2**.

[signature page to follow]

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 14, 2023.

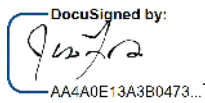
Signature:  _____

EXHIBIT 80-1

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC.,

Defendant.

Case No. 3:19-cv-02281

Rebuttal Expert Report to Dr. King's Rebuttal Report

James Langenfeld, Ph.D.

June 14, 2023

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I. QUALIFICATIONS

1. My name is James Langenfeld and I am a Managing Director at Berkeley Research Group (BRG), an economic consulting firm specializing in applied microeconomics, analysis of damages in contract disputes, mass torts, antitrust, intellectual property, labor, and financial analysis. I am also the Co-Editor of the journal *Research in Law and Economics*.
2. For almost ten years, I held a variety of positions at the Federal Trade Commission (“FTC”) involving antitrust, consumer protection, regulatory impact, and equitable relief matters. These positions included Director for Antitrust in the FTC’s Bureau of Economics, Deputy Director of Economic Policy Analysis, Associate Director for Special Projects, and Economic Advisor to a Commissioner and to the Director of the Bureau of Consumer Protection. In all these positions, I was involved in investigations, analyses, and policy recommendations. I received the SES Meritorious Service Award, the FTC Distinguished Service Award, and was an Honoree at the Department of Justice’s Celebration of the Twentieth Anniversary of the 1982 Merger Guidelines.
3. As a consulting economist, I have testified as an economics expert in federal and state courts in many cases, and I have testified and written reports on a variety of economic topics, including consumer protection, contract disputes, and the quantification of damages. These matters have involved a variety of industries and clients, including digital platforms.
4. As an Adjunct Professor, I have taught courses in Law and Economics, which include the economics of quantifying damages in contract disputes using analytic and statistical methodologies. I have also published many scholarly writings on various economic issues, including estimation of damages and econometric analyses.
5. I received a Ph.D. in economics from Washington University in St. Louis and an A.B. from Georgetown University in Washington D.C. My areas of specialization include economic analysis of the operation of platforms and estimation of damages.

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6. I am a member of several professional societies and am Co-Chair of the Economics Committee of the Antitrust Section of the American Bar Association. A copy of my curriculum vitae, which summarizes my experience, is attached as Exhibit 1.
7. BRG bills \$800 per hour for my time.

II. NATURE OF DISPUTE

8. This matter involves a complaint by the U.S. Federal Trade Commission (“FTC”) against Match Group, Inc. and Match Group, LLC (“Defendants”).¹ The FTC alleges that Defendants engaged in deceptive or unfair practices on Match.com since at least 2013,² including alleged illegal practices related to a “confusing and cumbersome cancelation process that causes consumers to believe they have canceled their subscriptions when they have not.”³ The FTC seeks an injunction, monetary relief, monetary civil penalties, and potentially other relief.⁴

III. ASSIGNMENT

9. Counsel for Defendants has asked me to respond to a rebuttal expert report provided by Dr. Jennifer King on behalf of the FTC on May 15, 2023. In this report, Dr. King criticizes work by Defendants’ usability expert, Mr. Brandon Ward, and questions some of his arguments about usability research practices.⁵ In particular, Dr. King criticizes Mr. Ward for not examining customer comments about Match.com’s cancelation flow.⁶ I understand that Dr. King introduces her own analysis of customer comments for the first time.⁷ Counsel for Defendants has asked me to review and critique this new analysis.
10. In the course of conducting my analysis, I and members of my staff reviewed relevant data, various legal filings, and publicly available information. The documents and data I have reviewed and relied upon are the type of materials reasonably relied upon by experts

¹ See First Amended Complaint for Permanent Injunction, Monetary Relief, Civil Penalties, and Other Relief, Case No. 3:19-cv-02281, July 18, 2022 (hereafter, “*Complaint*”).

² *Complaint*, ¶ 3.

³ *Complaint*, ¶ 3.

⁴ *Complaint*, ¶ 89.

⁵ Rebuttal Report of Dr. Jennifer King, May 15, 2023, Sections 1 and 2.

⁶ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 3 and Sections 2 and 5.

⁷ Rebuttal Report of Dr. Jennifer King, May 15, 2023, Section 5.

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in my field in forming their opinions and inferences regarding the economic structure of firms and costs. These materials are listed in Exhibit 2 and/or denoted within this report. Should additional information, data, or reports be produced subsequent to my report, I reserve the right to consider such information in finalizing my opinions and may modify or expand my analyses if appropriate.

IV. SUMMARY OF OPINIONS

11. Dr. King's opinions regarding consumer comments are not representative of Match.com users' views of Match.com's cancelation process. Her review does not reflect the experience of the 2.9 million users who completed the cancelation process from 2016 to early 2018 (the period of the comments she reviews), nor the vast majority of the 96,390 users who did not complete the cancelation process. She only considers the portion of the users who had comments.
12. Research indicates commenters do not represent the views of most users, and are more likely to have extreme negative views. This literature warns about the likely bias in these complaints, making them not representative of the population of users and highlighting the unreliability of Dr. King's conclusions.
13. Dr. King only analyzes a subset of the experiences of the most unsatisfied consumers, and does not consider the experiences of the vast majority of users who did not leave a comment. In particular, the biased comments sampled by Dr. King account for only 0.021% of the subscribers who entered Match.com's cancelation process (i.e., viewed the First Survey page); 0.022% of the subscribers who successfully completed Match.com's online cancelation process; and 0.662% of subscribers who renewed after entering the cancelation process without completing it (all of whom Dr. King in effect assumes intended to cancel). Dr. King's analysis effectively ignores the over 99% of subscribers who used the cancelation process but did not have a comment in the file that she reviewed. In addition, the comments reviewed by Dr. King represent only a small portion of users' interactions with Match.com's customer service team. This small selection of biased user comments cannot be extrapolated to the overall experience of Match.com users.

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14. Dr. King's categorization of comments is inconsistent, erroneous, and misleading. Dr. King has used what appears to be arbitrary and subjective criteria for her classifications. At least some of Dr. King's classifications of comments appear incorrect, and many are vague about their exact concerns. Even within this unreliable data, a substantial portion of commenting users were either Very Satisfied, Somewhat Satisfied, or Neither Satisfied Nor Dissatisfied with Match.com's service, as reported in the very spreadsheets that Dr. King cites reflecting the comments.
15. Dr. King relies on subscriber comments to investigate whether the Match.com "online cancellation flow is simple." However, Dr. King never attempted to evaluate the actual experience of users who commented. Match.com data that tracks the actual experience of the commenters contradicts Dr. King's conclusions. First, a significant share of the commenting users, 43.2%, did not enter the online cancellation process at all. If they did not attempt to use the cancellation process, presumably it was not the cause of their complaint and cannot be a basis for concluding the cancellation process was not simple. Second, of the remaining 56.8% of users who entered the online cancellation process, nearly 90% of them, were able to successfully cancel their Match.com subscriptions. This is inconsistent with concluding that subscribers were unable to cancel due to Match.com's process. In total, the vast majority of commenting users, 93.7%, either did not experience the cancellation process or successfully completed it.
16. Dr. King has no reliable basis for apparently claiming that older individuals were particularly harmed by Match.com's cancellation process.

V. BACKGROUND

A. Match Group and Match.com

17. Match.com is an online dating site.⁸ Match Group, LLC owns and operates the site.⁹ Match Group, Inc. is the holding company.¹⁰

⁸ <http://www.match.com>.

⁹ Match Group, LLC, "Our Company," <https://mtch.com/ourcompany>.

¹⁰ Match Group, Inc., 2022 Form 10-K, p. 1.

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B. Match.com's Cancellation Process¹¹

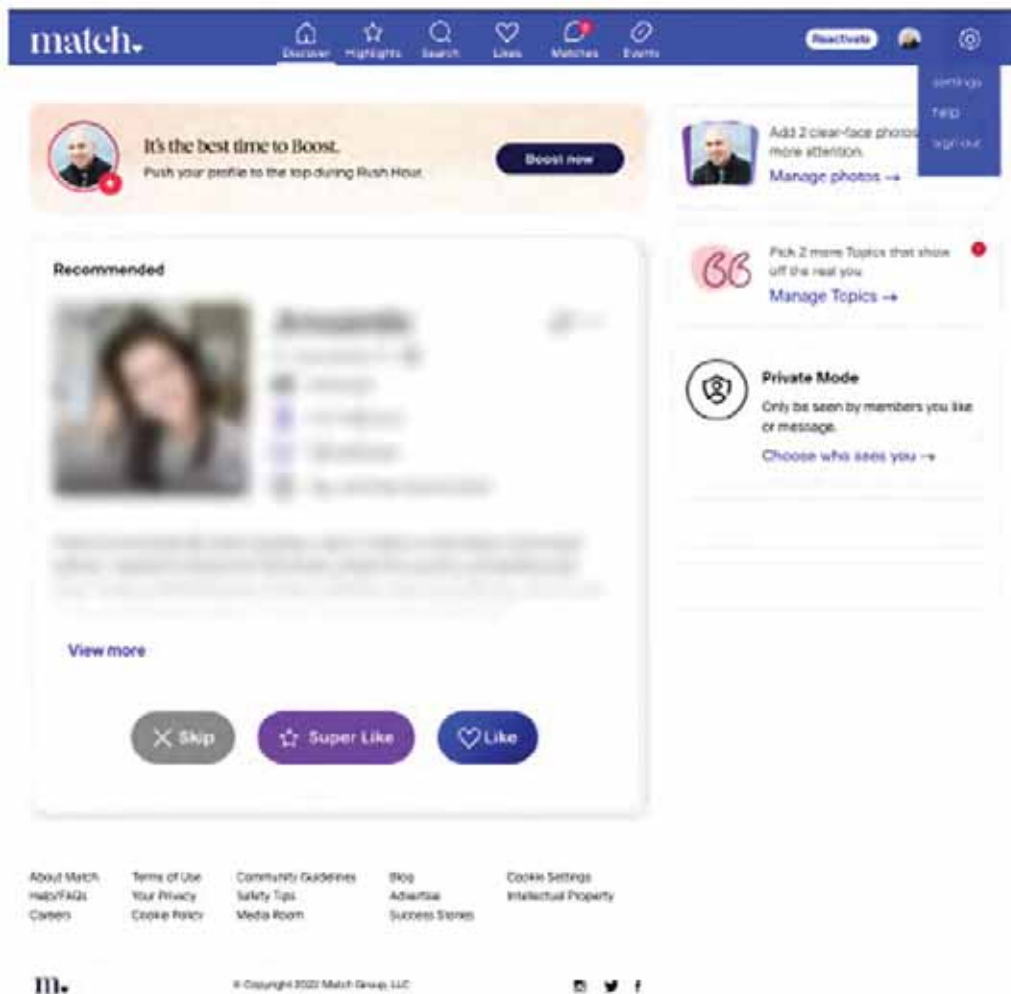
18. The FTC's allegations focus on the steps in Match.com's cancellation process, how those steps appeared to a subscriber, and how subscribers' interactions with the cancellation process were tracked in Match.com's data. The following eight figures display steps leading up to and including Match.com's current cancellation process, and I understand that Match.com has tracked the number of subscribers that reached each of these steps.¹²

¹¹ I understand that Defendants have provided an expert report by Brandon Ward, an expert in "website design and user experience," that describes Match.com's cancellation process in detail. Expert Report of Brandon Ward Regarding Match.com's Online Subscription Cancellation Flow, January 13, 2023, ¶ 8. I have taken into consideration both his work and my own independent analysis of relevant economic information and data.

¹² The screenshots are the same as those in Mr. Ward's report. I understand there is some disagreement about where the cancellation process begins. To be conservative, in depicting the cancellation process in Figures 1-8, I assume the FTC's view that the cancellation process begins with the clicking of "Manage Subscription" (or its predecessor link) on the Account Setting screen, which then directs the user to a password page, but this assumption should not be taken as my agreement with treating that page as the appropriate place at which the process begins. While the steps depicted are of Match.com's current cancellation process, I understand that this process has undergone changes since September 2014. Regarding prior versions of the cancellation process, Mr. Ward's report stated "Those pages are no longer on Match.com's live website, but I reviewed videos and/or screenshots of past versions of those pages. Reviewing those versions does not change my opinion that all versions of Match.com's online cancellation flow since at least September 2014 have been simple." Expert Report of Brandon Ward Regarding Match.com's Online Subscription Cancellation Flow, January 13, 2023, ¶ 103.

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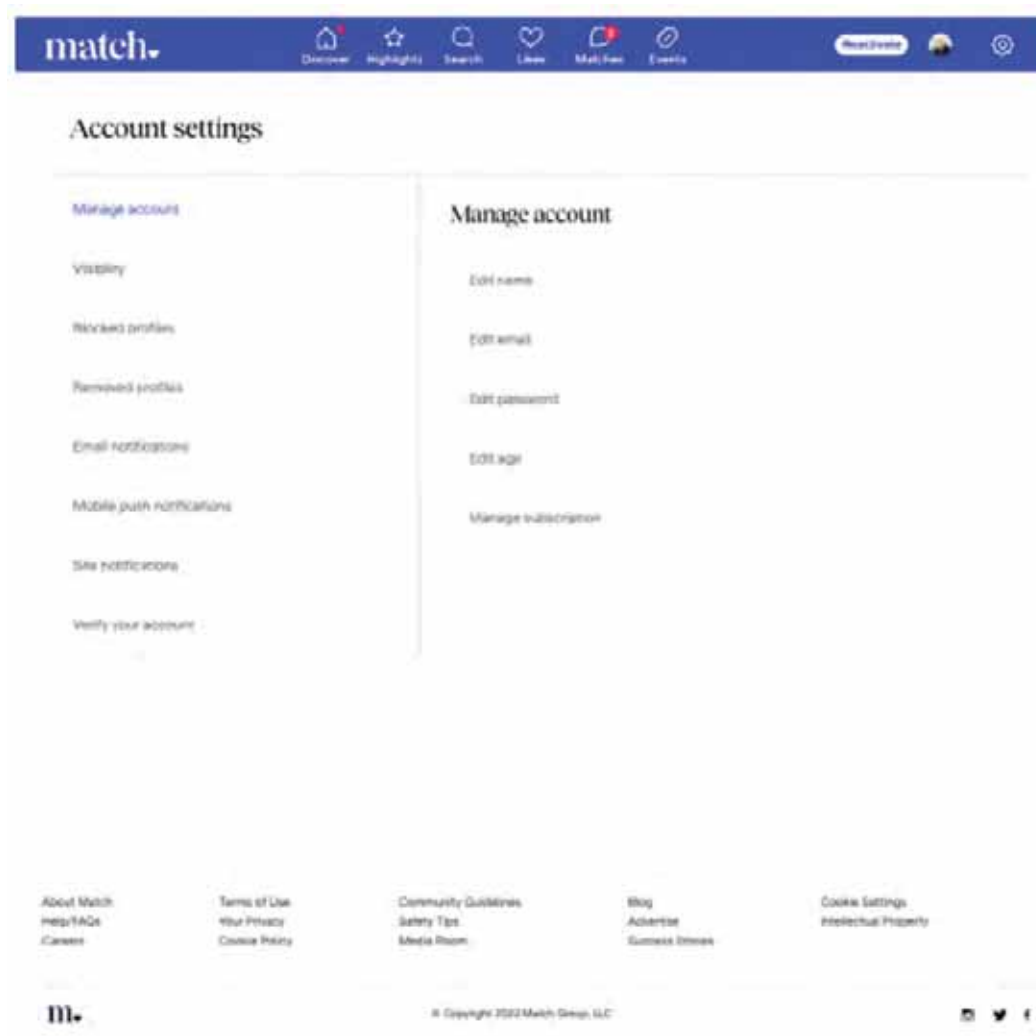
Figure 1
Home Page



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Figure 2

Account Settings



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Figure 3

Reauthorization/Password Wall

match.

Discover Search Likes Matches Events

Reactivate

Limited-time only! Get 4x more views for FREE START NOW

To continue, please supply your password.

The information you are about to view is private and requires your password to view it.

Please enter your password:

☐ I'm not a robot

CONTINUE

[Forgot your password?](#)

About Match
Accounting Help
Terms of Use
How Things
Ad Choices
Privacy
Cookie Policy

Online Dating Safety Tips
Dating Advice and Advice
Success Stories

Help/FAQs
Contact Us
Site Map
Match International
Match Mobile

Match
Gift Subscriptions

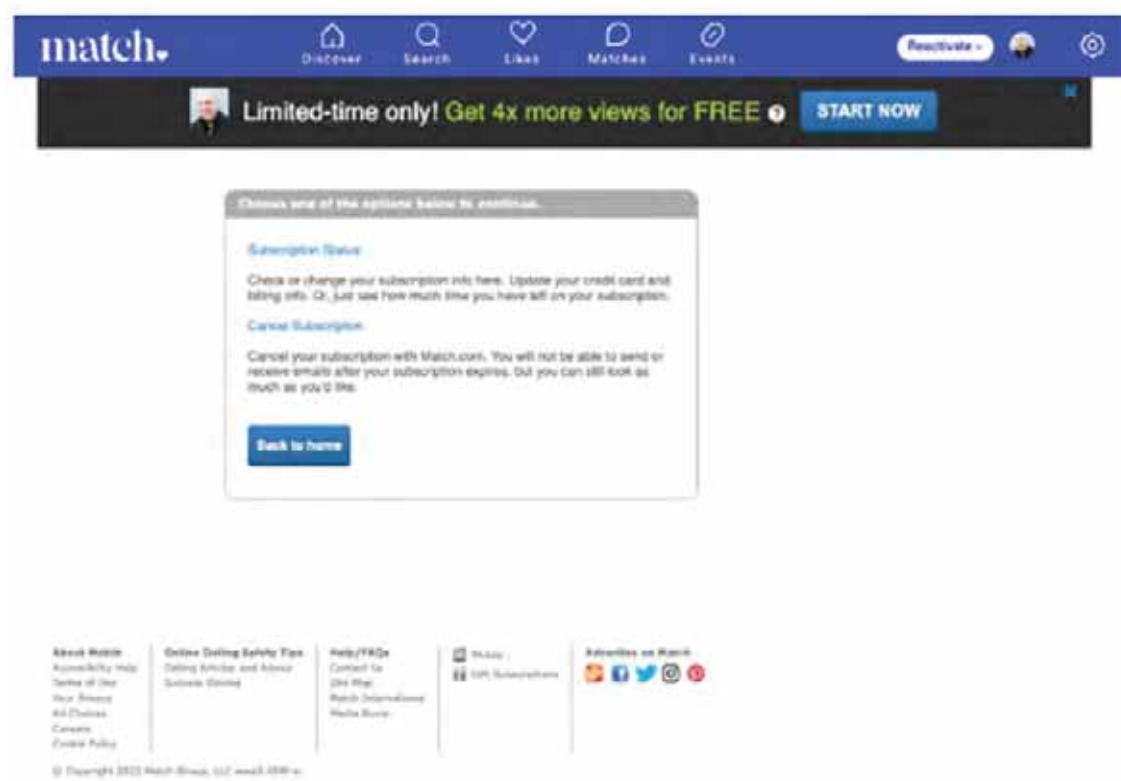
Advertise on Match

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Figure 4

Manage Subscription



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Figure 5

Question One/First Survey Page

The screenshot shows the Match.com interface for a cancellation survey. At the top is a blue navigation bar with icons for Discover, Search, Likes, Matches, and Events, along with a 'Reactivate' button and a user profile icon. Below the navigation bar is a black promotional banner for a 'Limited-time only! Get 4x more views for FREE' offer with a 'START NOW' button. The main content area has a heading 'Before you go, help us make Match.com better.' followed by a notice about subscription cancellation terms. The survey question is 'What is the primary reason that you are looking to cancel your subscription with Match.com?' with eight radio button options. At the bottom are 'Back to home' and 'Continue Cancellation' buttons. The footer contains links for About Match, Online Dating Safety Tips, Help/FAQ, Sign Up, and Subscribe on YouTube, along with a copyright notice for 2022 Match Group, LLC.

match.

Discover Search Likes Matches Events Reactivate

Limited-time only! Get 4x more views for FREE START NOW

Before you go, help us make Match.com better.

If you cancel, your last day of subscription will be 12/04/2022 and you will not be renewed. You will continue to be billed every 2 weeks for the 2 remaining installment payments of \$32.31 (including tax) on your current subscription.

What is the primary reason that you are looking to cancel your subscription with Match.com?

- ☐ I didn't receive enough replies to emails I sent out
- ☐ Other
- ☐ Not many people of interest initiated contact with me
- ☐ I had too much going on and did not have time to date
- ☐ Very few profiles caught my interest
- ☐ I can't afford a subscription right now
- ☐ I met someone
- ☐ I didn't click with the matches I met in person

Back to home Continue Cancellation

About Match
Accessibility Help
Terms of Use
Your Privacy
Be Aware
Cookies
Contact Us

Online Dating Safety Tips
Dating services and advice
Safety Center

Help/FAQ
Contact Us
Site Map
Match International
Partner Sites

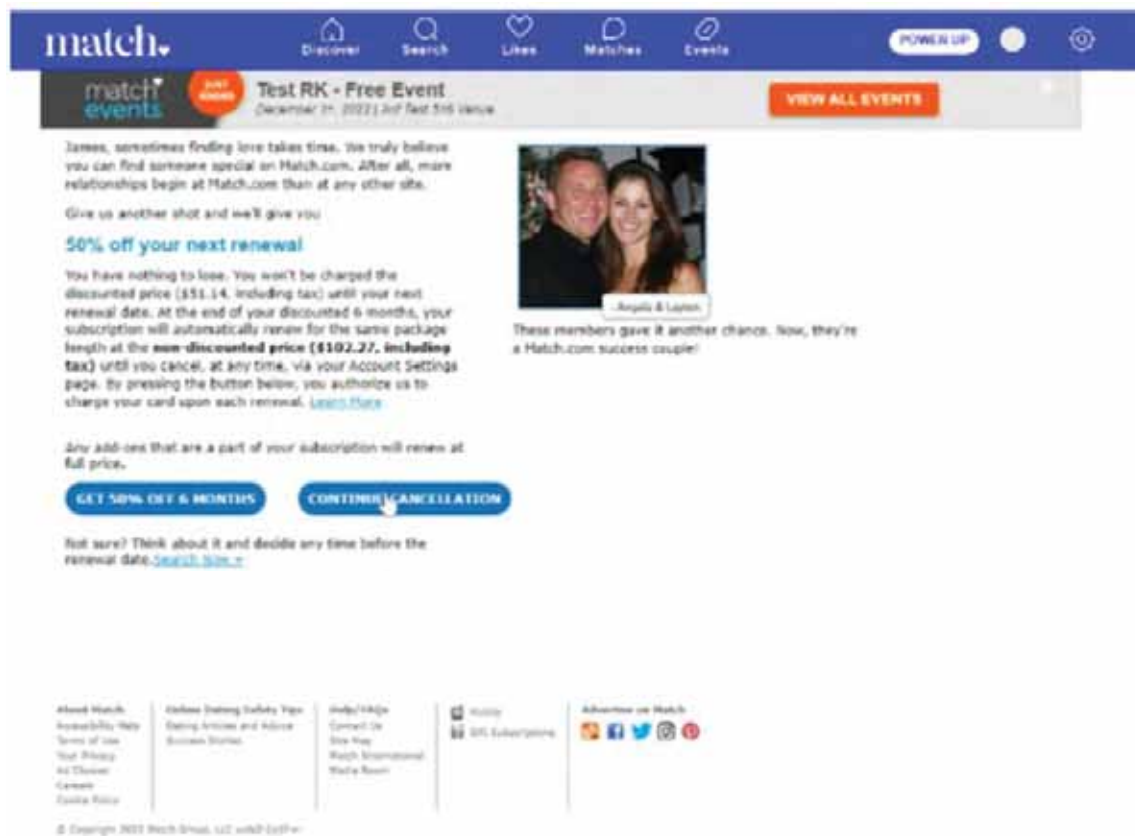
Sign Up
Gift Subscriptions

Subscribe on YouTube

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Figure 6

Save Offer¹³

¹³ I understand that the save offer page is presented to only some users.

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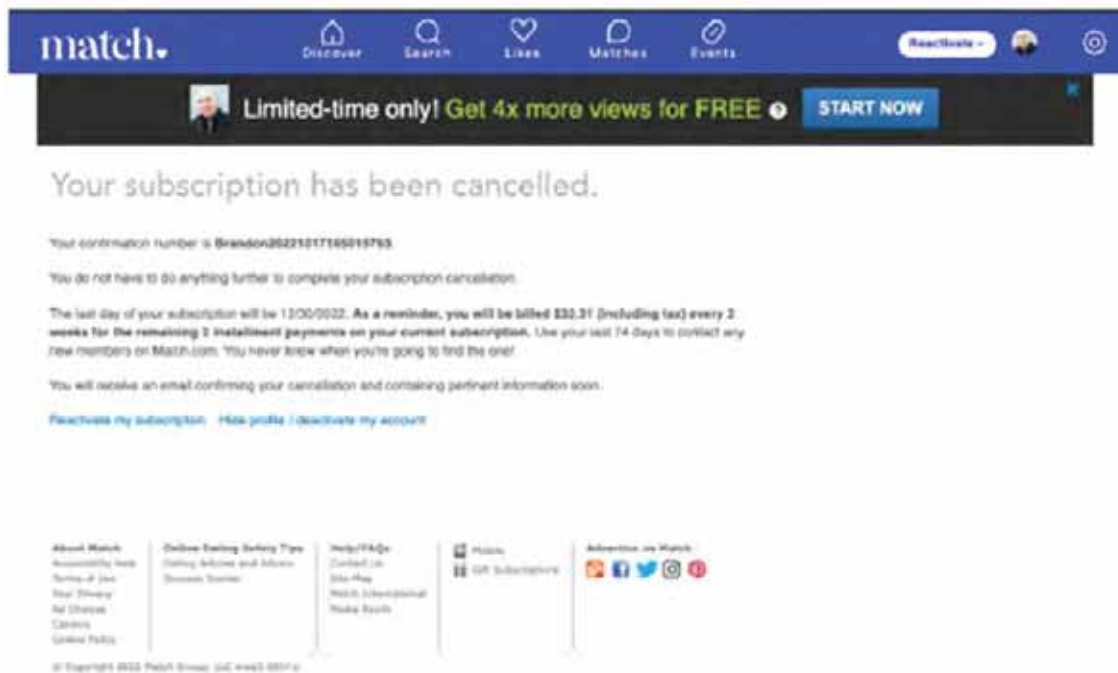
Figure 7

Question Two

The screenshot shows the Match.com website interface. At the top is a blue navigation bar with the Match logo and icons for Discover, Search, Likes, Matches, and Events. A 'Reactivate' button and a user profile icon are also present. Below the navigation bar is a black promotional banner with a man's profile and the text 'Limited-time only! Get 4x more views for FREE' and a 'START NOW' button. The main content area has the heading 'Tell us more.' followed by the question 'One last step. How likely would it be for you to recommend Match.com to a friend?'. Below this is a horizontal scale from 0 to 10, with 'Not Likely' at the left end and 'Very Likely' at the right end. The scale is currently empty. Below the scale, a warning states: 'If you cancel now, you will lose these benefits once your subscription ends:'. A list of benefits follows: 'You won't know who's viewed your profile', 'No more sending and responding to emails', and 'You risk losing your current monthly rate'. At the bottom of this section are two buttons: 'Back to home' and 'Continue Cancellation'. The footer contains links for 'About Match', 'Online Dating Safety Tips', 'Help/FAQs', 'Mobile', and 'Join/Sign up with Match', along with a copyright notice: '© Copyright 2012 Match Group, LLC. All rights reserved.'

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Figure 8
Confirmation



VI. OVERVIEW OF KING AND WARD REPORTS

19. The FTC produced an initial expert report from Dr. Jennifer King, who concluded that Match.com's cancellation process was "not easy or simple to use," and "not easy for users to locate."¹⁴ She elaborated, "The result of these problems was to make it difficult, if not impossible, for many Match.com users to cancel their subscriptions using the online cancellation process, with many believing that they had canceled their subscriptions when in fact, they had not, thus accruing additional charges."¹⁵
20. Defendants provided an expert report from Brandon Ward, an expert in "website design and user experience."¹⁶ Mr. Ward concluded "the Match.com online cancellation process meets generally accepted standards of usability in the field and contains features common

¹⁴ Expert Report of Dr. Jennifer King, January 13, 2023, p. 4.

¹⁵ Expert Report of Dr. Jennifer King, January 13, 2023, p. 65.

¹⁶ Expert Report of Brandon Ward Regarding Match.com's Online Subscription Cancellation Flow, January 13, 2023, ¶ 8.

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to other subscription websites.”¹⁷ In addition, Mr. Ward studied how a sample of potential Match.com users were able to successfully navigate the sign-up and cancellation processes and evaluated Match.com’s subscriber data to determine how frequently subscribers successfully canceled subscriptions.¹⁸ He concludes that study participants canceled easily, in particular canceling more easily than signing up, and participants believed cancellation was simple.¹⁹ Finally, he reviewed subscriber data, and he found that the cancellation process was simple, consistent with what he found from his usability study.²⁰

21. Dr. King provided a rebuttal report on May 15, 2023.²¹ In her Rebuttal Report, Dr. King criticizes Mr. Ward’s heuristic analysis, and offers opinions about some of his conclusions about usability research practices.²² She criticizes his study involving a sample of participants selected to use Match.com’s cancellation flow.²³ Finally, and as she states, “importantly,” she criticizes Mr. Ward for failing to examine customer comments about Match.com’s cancellation flow.²⁴ Section 5 of her rebuttal report introduces her own analysis of customer comments.²⁵

22. I focus my rebuttal to Dr. King on Section 5 of Dr. King’s Rebuttal Report. Dr. King states that:²⁶

Comments, complaints, or questions from a company’s customers provides an organic source of information about their experience with a product or service. They reveal a customer-centric perspective of a product or service’s primary challenges and problems. In this way, they are an excellent complement to a heuristic analysis as they provide “raw” feedback directly from customers that may both highlight issues identified by the heuristic analysis as well as raise other customer concerns.
[footnote omitted]

¹⁷ Expert Report of Brandon Ward Regarding Match.com’s Online Subscription Cancellation Flow, January 13, 2023, ¶ 20.

¹⁸ Expert Report of Brandon Ward Regarding Match.com’s Online Subscription Cancellation Flow, January 13, 2023, ¶¶ 16-17.

¹⁹ Expert Report of Brandon Ward Regarding Match.com’s Online Subscription Cancellation Flow, January 13, 2023, ¶ 21.

²⁰ Expert Report of Brandon Ward Regarding Match.com’s Online Subscription Cancellation Flow, January 13, 2023, ¶ 22.

²¹ Mr. Ward also provided a rebuttal report on May 15, 2023. Mr. Ward states that Dr. King “conducted no empirical research to support her conclusions” and no “objective analysis,” and merely relied on screenshots and company communications.

Rebuttal of Dr. King’s Report Regarding Match.com’s Online Subscription Cancellation Flow, May 15, 2023, ¶¶ 4-5.

²² Rebuttal Report of Dr. Jennifer King, May 15, 2023, Sections 1 and 2.

²³ Rebuttal Report of Dr. Jennifer King, May 15, 2023, Sections 3 and 4.

²⁴ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 3 and Sections 2 and 5.

²⁵ Rebuttal Report of Dr. Jennifer King, May 15, 2023, Section 5.

²⁶ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 22.

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23. Dr. King limited her review of comments submitted to Match.com to those from 2016 to early 2018 under a category Match.com's customer service team described as "difficult cancel process."²⁷ Dr. King states this category accounted for approximately 6% of comments in the "Billing/Cancel" category in 2016,²⁸ which is a small portion of all comments and 2% of all the comments included in the spreadsheets that Dr. King analyzed.²⁹ From this subset of comments, Dr. King randomly selected 28% of the comments (638 total comments), which she states constitutes a representative sample of comments.³⁰

24. After having selected a subset of comments, Dr. King categorized each comment as showing "Confusion with the Cancellation Process," concerns with "Cancellation Policy," or "Other," for comments that did not fit into the first two categories.³¹ She further subclassified the comments as "Unable to Cancel," "Believed Had Canceled," "Auto Renewal Issues," "Multiple Steps," "Delete Personal Data," "Password Issues," or "Other."³² Dr. King finds that about 75% of the limited set of comments that she reviewed showed "user confusion about cancellation."³³ Dr. King then provides what she calls "examples of relevant comments."³⁴

25. Next, Dr. King provides a subsection called "Older Customers," stating:³⁵

One notable element of the Match.com comments dataset is that it contained customer email addresses, and as I reviewed them I observed what looked to be an unusual number of email addresses that suggested an older aged customer base. ... this group is of particular concern because, being less experienced with online services than younger users, they are a group particularly vulnerable to dark patterns and complex and confusing user interface design.

²⁷ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 23. That time period limitation raises other questions about whether her "analysis" can be truly representative of Match.com users.

²⁸ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 23. In 2016, the "difficult cancel process" category contained 1,314 submissions, and the entire Billing/Cancel category contained 23,371 complaints, so "difficult cancel process" was 6% of this total. In 2017 and 2018, "difficult cancel process" accounted for 3.3% and 2.2% of "Billing/Cancel", respectively. Overall, for 2016-2018, "difficult cancel process" accounted for 4.2% of "Billing/Cancel".

²⁹ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 23; MATCHFTC772558, MATCHFTC776595, MATCHFTC776596 (2,341 comments in the "difficult cancel process" category divided by 109,377 total comments equals 2.14%, see workpapers to this report).

³⁰ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 25.

³¹ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 26.

³² Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 26-27.

³³ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 28-29.

³⁴ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 30-35.

³⁵ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 35-38.

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26. Dr. King also describes her review of “roughly fifty” complaints from the FTC’s Sentinel database, which she “identified by keyword search based on concerns directly raised in the Match.com complaints discussed above: ‘confusing,’ ‘misleading,’ ‘auto renewal,’ ‘password,’ ‘steps’ (in reference to the steps required to complete cancellation).”³⁶

27. Overall, Dr. King concludes:³⁷

In summary, the Match.com customer comments and complaints to the FTC provide a rich and in-depth look into the first-hand experience of actual Match.com customers’ experience with the cancellation process. Unlike Ward’s sunny assessment of the cancellation flow, these comments illustrate the confusion and frustration customers experienced with the cancellation flow. Further, they demonstrate with great deal and precision the usability flaws inherent in the flow ...

VII. DR. KING’S ANALYSIS OF COMMENTS REPRESENTS A VERY SMALL AND POTENTIALLY BIASED SET OF MATCH.COM USERS

28. Dr. King concludes “[t]he customer comments are pertinent in that they provide insight from actual users of Match.com about the central issue of whether Match.com’s online cancellation flow is simple.”³⁸ However, Dr. King’s analysis of user comments does not answer the question of whether Match.com’s online cancellation flow is “simple.” Instead, as I describe in the following subsections, Dr. King samples comments from a very small fraction of Match.com subscribers who, by virtue of leaving a comment at all, are more likely to have felt extremely negative about their experience. Dr. King also in effect assumes as true each of the assertions made in the comments, but there is objective evidence that a large percentage of these comments are inconsistent with the documented experiences of the commenters. If Dr. King truly wanted to generate “insight from actual users of Match.com about the central issue of whether Match.com’s online cancellation flow is simple,” she would have attempted to evaluate (by survey or otherwise) the experiences of a representative sample of the millions of subscribers who entered and completed the cancellation process, as well as the tiny minority of users who did not complete it. Dr. King makes no attempt to do that, or even to get an unbiased sample of

³⁶ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 38-39.

³⁷ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 41.

³⁸ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 3.

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the full 96,390 subscribers who entered the cancellation process (using clicking “cancel subscription”/reaching the First Survey Page as the start of the cancellation process) from 2016 to early 2018 but then renewed.³⁹

A. The Comments Considered by Dr. King Are Not Representative of a Typical User’s Experience

29. Dr. King states that her analysis of user comments “demonstrate[s] with great deal and precision [sic] the usability flaws inherent in the flow.”⁴⁰ Analyzing a miniscule number of a specific type of user comments does not yield a “precise” representation of Match.com users’ experience. During the January 1, 2016 to March 1, 2018 period covered by comments reviewed by Dr. King, over 3 **million** subscribers entered the cancellation process, about 2.9 million subscribers completed the online cancellation process, yet only about 96,000 subscribers started the cancellation process, did not complete it, and had their subscriptions renewed.⁴¹ Additionally, over 125,000 subscribers resigned via Match.com’s customer service team.⁴² An appropriate review of users’ experience would place the appropriate weight on this 97.4% of subscribers who successfully canceled via the online process or the customer service team.⁴³

B. The Number of Comments Considered by Dr. King Represent a Very Small and Biased Fraction of Match.com Users Entering the Cancellation Process, Users Completing the Cancellation Process, and Users Whose Subscriptions Were Renewed

30. As mentioned above, Dr. King states “the Match.com customer comments and complaints to the FTC provide a rich and in-depth look into the first-hand experience of actual Match.com customers’ experience with the cancellation process.”⁴⁴ This statement is misleading in that it appears to imply that one can draw broad and unbiased conclusions about users’ experiences from the small fraction of users whose comments Dr. King reviewed and in effect assumed were reliable. Specifically, the comments reviewed by

³⁹ As noted above, I understand there is disagreement about where the cancellation flow “begins.”

⁴⁰ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 41-42.

⁴¹ MATCHFTC846468.

⁴² MATCHFTC846468.

⁴³ MATCHFTC846468. Specifically, 93.2% canceled via the online process, and 4.2% canceled via the customer service team.

⁴⁴ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 41.

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Dr. King account for only a very small percentage of the total users who entered the cancelation process, completed the cancelation process, or who entered the cancelation process and had their subscriptions renewed. As discussed below in Section VII.D, research shows that this small sample is in all likelihood biased because only consumers with extremely negative views take the time to comment, and do not represent the experiences of (in this case) the majority of users or users who enter the cancelation flow.

31. Dr. King reviewed 638 user comments covering January 1, 2016 to March 1, 2018. During that same time period, over 3 **million** subscribers entered the cancelation process, about 2.9 **million** subscribers completed the online cancelation process, and about 96,000 subscribers started the cancelation process, did not complete it, and had their subscriptions renewed.⁴⁵ Thus, the comments reviewed by Dr. King accounted for only 0.021% of subscribers who entered the cancelation process, about 0.022% of subscribers whom she in effect assumed they completed the online cancelation process, and about 0.662% of subscribers who started the cancelation process, did not complete it, and had their subscriptions renewed. In other words, the comments reviewed by Dr. King accounted for about 1 in 4,800 subscribers who entered the cancelation process, about 1 in 4,500 subscribers who completed the online cancelation process, and about 1 in 150 subscribers who started the cancelation process, did not complete it, and had their subscriptions renewed.⁴⁶ Dr. King's analysis effectively ignores the over 99.9% of subscribers who used the cancelation process but did not have a comment in the file that she reviewed.

32. The number of FTC Sentinel comments that Dr. King reviewed is even smaller. Dr. King says she reviewed "roughly fifty" complaints from the FTC's Sentinel database.⁴⁷ Dr. King lists 30 such comments in her Appendix A and 13 in her rebuttal report,⁴⁸ so it is

⁴⁵ MATCHFTC846468. This statement is not intended to imply that the 96,000 subscribers that entered the cancelation process intended to complete it or were unable to do so because the process was not simple. There are many reasons that a subscriber could start the cancelation process but not finish it, such as they changed their mind, never intended to cancel but were just exploring, were attempting to generate a save offer, were interrupted during the process, etc.

⁴⁶ Even if the 638 comments reviewed by Dr. King were not a biased representation of the approximately 96,390 subscribers that entered the cancelation process but renewed, they would not account for a statistically representative sample of subscribers, such as what Dr. King attempts to create in selecting random comments from the total number of comments she received. If Dr. King sought to review a sufficient number of comments to represent the 96,390 subscribers, she would have had to review nearly double the number of comments, to 1,178. See workpapers to this report.

⁴⁷ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 38.

⁴⁸ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 38-41 and Appendix A.

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unclear how many she actually reviewed. However many she reviewed, they account for under 0.01% of subscribers who entered or completed the cancelation process.

C. The Comments Considered by Dr. King Represent a Very Small Fraction of Users' Interactions with Match.com's Customer Service Team

33. While the comments reviewed by Dr. King account for a tiny fraction of Match.com users, they also represent only a small portion of users' interactions with Match.com's customer service team. As Dr. King states, the "difficult cancel process" classification of comments that she reviewed only accounted for 6% of the 23,371 comments in the Billing/Cancel category in 2016.⁴⁹ After analyzing the comment totals from the three Excel files reviewed by Dr. King, it is clear that the category related to difficulty in canceling accounts represents a fraction of the overall comments submitted to Match.com. Specifically, the comments falling under the general category of Billing/Cancel examined by Dr. King account for about half of the recorded interactions between Match.com and its users in these excel sheets.⁵⁰ More importantly, the subset of comments categorized as "difficult cancel process" amounts to only 2% of the total comments produced.⁵¹ Clearly, the "difficult cancel process" category does not dominate users' interactions with Match.com customer service, so Dr. King's focus on this small slice of comments greatly exaggerates the degree to which users may have struggled with the process.

D. Bias in Dr. King's Small Sample

34. As discussed above, the small sample of comments Dr. King chose to review does not include the vast majority of Match.com users, and is likely unrepresentative. Moreover, there are reasons to believe these comments, to the extent they are accurately classified, are also likely to be biased and imply more dissatisfaction than users typically experience.

⁴⁹ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 23. In 2016, the "difficult cancel process" category contained 1,314 submissions, and the entire Billing/Cancel category contained 23,371 complaints; "difficult cancel process" was therefore 6% of this total. In 2017 and 2018, "difficult cancel process" accounted for 3.3% and 2.2% of "Billing/Cancel", respectively. Overall, for 2016-2018, "difficult cancel process" accounted for 4.2% of "Billing/Cancel".

⁵⁰ MATCHFTC772558, MATCHFTC776595, MATCHFTC776596.

⁵¹ MATCHFTC772558, MATCHFTC776595, MATCHFTC776596. Dr. King's analysis suggests a degree of data cleaning to address duplicate entries. However, I have refrained from conducting similar cleaning procedures as the disparities in numbers are not significant enough to impact the proportions. Additionally, the specific details of Dr. King's data cleaning process have not been explicitly outlined in her report or accompanying documentation.

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35. “Underreporting bias” refers to the self-selection bias in online product reviews. Consumers with extreme experiences, whether positive or negative, are more likely to write reviews than the vast majority of users.⁵² Underreporting bias arises because “not all customers write online product reviews due to the time and effort needed.”⁵³ Statistics show that only a small fraction of people who purchase a product on platforms like Amazon (e.g. 1 out of 1000 book purchasers)⁵⁴ or view a video on YouTube.com (1.6 percent)⁵⁵ actually write a review or comment. This bias can distort the perception of “true” product quality when relying on the average of received comments, since the opinions of the vast majority of purchasers or users go unreported.
36. In addition, there is typically a negativity bias, which is a tendency of people to pay more attention to and give more weight to negative experiences compared to neutral or positive experiences.⁵⁶ Research supports the existence of this bias,⁵⁷ indicating that negative events or experiences have a stronger impact on behavior than positive events of equal intensity. According to the Nielsen Norman Group, leaders in research-based user experience, this bias is prevalent in the field of user experience.⁵⁸ Within the context of consumer comments, negativity bias manifests as consumers expressing and emphasizing negative experiences, opinions, or feedback more prominently than positive ones in their online reviews or comments. This bias can lead to a disproportionate

⁵² Hu, N., Pavlou, P. A., and Zhang, J., “On self-selection biases in online product reviews,” *MIS Quarterly*, 41(2), 2017, 449-475 at pp. 450 and 453.

⁵³ Hu, N., Pavlou, P. A., and Zhang, J., “On self-selection biases in online product reviews,” *MIS Quarterly*, 41(2), 2017, 449-475 at p. 453.

⁵⁴ Levitt, Steven D., “Why Do People Post Reviews on Amazon?” *Freakonomics*, July 22, 2005, <https://freakonomics.com/2005/07/why-do-people-post-reviews-on-amazon/>.

⁵⁵ Hu, N., Pavlou, P. A., and Zhang, J., “On self-selection biases in online product reviews,” *MIS Quarterly*, 41(2), 2017, 449-475 at p. 453.

⁵⁶ Hood, Christopher, “Credit claiming, blame avoidance, and negativity bias,” in *The Blame Game: Spin, bureaucracy and self-preservation in government*, Princeton University 1-23, 2013, at p. 9. (“Negativity bias denotes a commonly observed cognitive tendency for more attention to be paid to negative than to positive information.”) See also Kahneman, Daniel and Amos Tversky, “Prospect theory: An analysis of decision under risk,” *Econometrica* 47.2, 1979, 263-291. In this seminal paper, Kahneman and Tversky found that negative events or losses have a more profound impact on individuals’ emotional and cognitive responses than positive events or gains of equal magnitude.

⁵⁷ Ito, Tiffany A., Jeff T. Larsen, N. Kyle Smith, and John T. Cacioppo, “Negative information weighs more heavily on the brain: the negativity bias in evaluative categorizations,” *Journal of Personality and Social Psychology* 75(4), 1998, 887–900; Schupp, Harald T., Arne Öhman, Markus Junghöfer, Almut I. Weike, Jessica Stockburger, and Alfons O. Hamm, “The facilitated processing of threatening faces: an ERP analysis,” *Emotion* 4(2), 2004, 189–200; Rozin, Paul, and Royzman, Edward B., “Negativity Bias, Negativity Dominance, and Contagion,” *Personality and Social Psychology Review* 5(4), 2001, 296-320.

⁵⁸ Loranger, Hoa, “The Negativity Bias in User Experience,” Nielsen Norman Group, October 23, 2016, <https://www.nngroup.com/articles/negativity-bias-ux/>.

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representation of negative sentiments and potentially influence the perception of a product, service, or brand.⁵⁹ This bias may be exacerbated by other factors, such as the desire to obtain a refund or obtain other value in compensation.

37. Therefore, when interpreting negative user comments for platforms like Match.com, it is important to recognize both underreporting and negativity biases, since they can exacerbate a perception of the difficulty in the cancellation process and are not representative of overall user experiences, which further undermines the reliability of Dr. King's review of the comments.

VIII. DR. KING'S CATEGORIZATION OF COMMENTS IS UNRELIABLE AND LIKELY BIASED

A. The Categorization Summary Tables in Dr. King's Report Lack Replicability and Verifiability

38. Dr. King categorizes her sample of 638 comments under different thematic categories.⁶⁰ Upon examining Dr. King's categorization methodology, it becomes evident that there is no established system in place, making it challenging to replicate her approach. She makes sweeping generalizations without providing specific details about her process, such as the criteria used for categorization, or the iterative steps involved. She states that she "developed an iterative coding scheme by which to categorize the types of comments, which I revised and added to as I reviewed the entire set of 638 entries."⁶¹ However, she does not provide any documentation of a "coding scheme" or include the codes used in her analysis in her report's backup. In effect, her approach appears to be based on her subjective reading of the comments, and not on a systematic approach to classification.
39. Due to a lack of systematic objective criterion behind Dr. King's categorization, many comments appear to be misclassified. Moreover, many of the customer comments appear to be vague and could be interpreted in various ways. Without consistent systematic criteria, Dr. King's classifications reflect her subjective interpretation of the comments.

⁵⁹ Loranger, Hoa, "The Negativity Bias in User Experience," Nielsen Norman Group, October 23, 2016, <https://www.nngroup.com/articles/negativity-bias-ux/>.

⁶⁰ Rebuttal Report of Dr. Jennifer King, May 15, 2023, Table 2 and Table 3.

⁶¹ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 25.

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40. This absence of documentation significantly hampers my ability to verify and replicate Dr. King's findings. It also raises concerns about whether her methodology, if applied to the wider population, would yield consistent results with those summarized in her Tables 2 and 3. In fact, while reviewing a few comments and their categorization, I identified a number of instances of apparently subjective and incorrect categorizations based on her stated criteria. For instance, certain comments were labeled as "cancellation confusion" despite the lack of clarity regarding whether customers experienced any actual confusion. These include:

- a. "I would like my membership cancelled."⁶²
- b. "member is having a hard time logging in to change AR settings"⁶³

41. Similarly, comments that Dr. King classified as "Policy Concern" are not always about policies:

- a. "Cancel my account"⁶⁴
- b. "I had intended to cancel my subscription on January 19th, but submitted the wrong information."⁶⁵

42. Also, members facing difficulties with profile deletion were erroneously categorized under "cancellation confusion" or "unable to cancel."

- a. "i forgot about this and i can seem to remove or delete my ad! why is it so duffcult to remove yourself? match was at all helpful!"⁶⁶
- b. "the agent's emails were very friendly. however, though i don't think it was her fault, match.com could not or would not permanently delete my account, so that i could re-create it without having to use a different email address. with all of the trouble i encountered with re-activating that old account, simply deleting it permanently was, in my opinion, a small request which match.com should have been able to honor. but, i really do appreciate the agent's friendliness in our correspondence. other than this

⁶² King Appendix A, Sheet '2016 categorized', Reference # 160704-001914.

⁶³ King Appendix A, Sheet '2018 categorized', Reference # 180111-000577.

⁶⁴ King Appendix A, Sheet '2016 categorized', Reference # 160816-003161.

⁶⁵ King Appendix A, Sheet '2018 categorized', Reference # 180215-002767.

⁶⁶ King Appendix A, Sheet '2016 categorized', Reference # 161126-001877.

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trouble, match.com is a good site with useful options. in closing, i would also like to ask that match.com make their site fully accessible to screen reader users (i.e. users who are blind). it's mostly accessible right now (thanks), but if you guys can make it fully accessible, blind people will appreciate it! thanks match.com!”⁶⁷

c. “I want my site taken down. Keep my payment, but take my site down now.”⁶⁸

43. In her analysis of a few dozen FTC complaints,⁶⁹ Dr. King includes comments that (1) do not even relate to Match.com or (2) that are not about cancelation at all (e.g., the concern is about account deletion rather than canceling a subscription). These include:

a. “According to their website, Tinder specifically states, You may terminate your account at any time, for any reason, by following the instructions in Settings in the Service;. However, when I follow these instructions, and I select cancel, it says its canceled but still continues to withdraw money...”⁷⁰

b. “I used the service thru June 2018. I tried to find a phone number or email address to POF.com on the POF.com website to cancel my account. I could NOT find one. ...”⁷¹

c. “I asked them to DELETE my account, they said they HID my account.”⁷²

B. A Significant Share of Commenting Users Were Very Satisfied, Somewhat Satisfied, or Neither Satisfied Nor Dissatisfied

44. Despite the unrepresentative and potentially biased nature of the data analyzed by Dr. King, a considerable proportion of the commenting users expressed positive or neutral opinions regarding Match.com. Specifically, among the respondents, approximately 22 percent reported being satisfied (either “very satisfied” or “somewhat satisfied”), and

⁶⁷ King Appendix A, Sheet ‘2016 categorized’, Reference # 160625-001511.

⁶⁸ King Appendix A, Sheet ‘2016 categorized’, Reference # 160623-001707.

⁶⁹ Dr. King claims in her Rebuttal Report that she “reviewed roughly fifty complaints from 2016 onward” from the FTC’s Sentinel database (Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 38). However, it is unclear exactly which complaints she reviewed, as her Appendix A contains only about 30 entries in the “FTC Complaints” tab, and the body of her report cites other complaints.

⁷⁰ King Appendix A, Sheet ‘FTC Complaints’, Reference # 8750091589162.

⁷¹ King Appendix A, Sheet ‘FTC Complaints’, Reference # 8750091547699. “POF.com” refers to the brand “Plenty of Fish” which I understand is neither owned nor operated by Match Group, LLC.

⁷² Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 40, quoting Reference # 8750091428628.

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about 9 percent provided a neutral response, indicating neither satisfaction nor dissatisfaction with Match.com.⁷³

IX. MANY OF THE COMMENTERS ANALYZED BY DR. KING DID NOT ACTUALLY EXPERIENCE THE CANCELTION PROCESS OR THEY SUCCESSFULLY CANCELED

45. Despite Dr. King's reliance on subscriber comments to investigate whether the Match.com "online cancellation flow is simple," Dr. King never attempted to evaluate the actual experience of users who commented. Performing such an analysis shows that the actual experience of many of these subscribers on Match.com is inconsistent with the subscribers' comments and therefore undercuts Dr. King's conclusions that are based on the accuracy of the comments.

46. Match.com provided me with data showing the Match.com activities of subscribers included in Dr. King's comments analysis during the subscriptions in which the comments were left. First, a significant share of the commenting users, **43.2%, did not enter the cancelation process at all**, which undercuts conclusions related to these users about whether the process was simple. These users would not have even seen the password wall that, according to the FTC, begins the cancelation process. Second, of the remaining 56.8% of users that entered the online cancelation process, nearly 90% of them (50.5% of the total commenting users) were able to successfully cancel their Match.com subscriptions. This is inconsistent with concluding that subscribers were unable to cancel due to Match.com's process. In total, the vast majority of commenting users, 93.7%, either did not experience the cancelation process or successfully completed it. These percentages are similar whether looking at all of the comments in Dr. King's analysis or just those chosen in her random sample.

⁷³ See workpapers to this report.

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Table 1
Match.com Activities of Commenting Subscribers

All Users in Dr. King's Analysis		[A]	[B]	[A] + [B]
Total Comments	Percent of Comments for which User did not Enter the Resign Flow	Percent of Comments for which User Successfully Resigned	Total	
2067	43.2%	50.5%	93.7%	

Users Randomly Selected by Dr. King for Further Analysis				
Total Comments	Percent of Comments for which User did not Enter the Resign Flow	Percent of Comments for which User Successfully Resigned	Total	
592	42.6%	51.5%	93.7%	

Sources: Match Data Files (King_Appendix_A.xlsx and MATCHFTC846946)

Notes:

[1] The "Reference" field in Dr. King's Appendix A is used to identify users in the Match data.

[2] Users who did not enter the resign flow did not view the Password Wall, which begins the cancellation process according to the FTC.

[3] Dr. King's Appendix A includes more comments than shown here because; (1) Match.com was not able to find the activity record for all comments and (2) not all comments were associated with a Match.com user ID.

47. Dr. King cites 12 quotes from FTC complaints in the Sentinel database to support her opinion that "Match.com consistently assessed customers unauthorized charges for services they did not desire, charged them after they had canceled or believed they had canceled, and failed to provide adequate customer support to remedy these issues."⁷⁴ However, Dr. King merely takes the complaints at face value and presumably assumes that they are an accurate representation of users' experiences with the cancellation flow. Actual usage data, however, is inconsistent with at least some of these complaints, making the complaints an unreliable basis on which to form an opinion. For example, user 207168767 claimed to have attempted cancellation "several months ago,"⁷⁵ but their usage history reveals that they entered the cancellation process for the first time only days prior to posting the complaint on the BBB on 9/27/2016—and after their subscription already had renewed.⁷⁶ The usage data does not show any attempt to cancel prior to the renewal data, contrary to what the user claimed in the complaint to the BBB. Once the user entered the flow, they were able to cancel within just minutes. Thus, the complaint is inconsistent with actual usage data and undercuts the reliability of her opinion.

⁷⁴ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 38.

⁷⁵ F01-MG-0028502.xlsx, Originator Reference Number: 8750091388697.

⁷⁶ F01-MG-0028502.xlsx, Originator Reference Number: 8750091388697; MATCHFTC846947.

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48. Similarly, Dr. King claims that “[c]ustomers reported a variety of issues relating to the password requirement in cancellation.”⁷⁷ But usage data suggests that—contrary to Dr. King’s statement—at least some of these complaints could not have been about the password requirement in the cancellation flow, but instead were about general password resetting issues. For example, user 166089332 wrote to the BBB that “Match.com the website has alot of password reset errors” and that the user had been “locked out of the site for months.” Dr. King uses this complaint to support her opinion that “password reset errors occur at cancellation.”⁷⁸ Usage data, however, shows that the user at issue had never visited the cancellation flow prior to the BBB complaint, so the user could not have been complaining about “password reset errors” in the cancellation flow.⁷⁹

X. DR. KING’S CONCERNS REGARDING OLDER USERS ARE SPECULATIVE AND INACCURATE

49. Dr. King appears to be particularly concerned that older users would be unable to complete Match.com’s cancellation process. In her review of the user comments, she states that there are “an unusual number of email addresses that suggested an older aged customer base, most notably emails originating from AOL.com and Hotmail.com [footnote omitted] email services.”⁸⁰ Dr. King does not specify what she considers an “unusual” number of email addresses. She does state that 34.6% of customers in the complaints she reviewed had “legacy email service,” by which she appears to mean non-Gmail services that were popular in the early years of the internet with individuals from Generation X (born 1980, today age 42) or older.⁸¹ Dr. King does not specify whether this 34.6% figure is the number she finds unusual, or why she finds it unusual. Dr. King does not provide any basis for why 34.6% of comments coming from “legacy email services” is unusually high. Without concrete support for claims that older users are

⁷⁷ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 41.

⁷⁸ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 41.

⁷⁹ F01-MG-0028502.xlsx, Originator Reference Number: 8750091369006; MATCHFTC846947.

⁸⁰ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 35.

⁸¹ Rebuttal Report of Dr. Jennifer King, May 15, 2023, pp. 35-36. In reviewing her materials, she specifically appears to mean Yahoo.com, Hotmail.com, AOL.com, and MSN.com as legacy email services.

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overrepresented in the data, her apparent view that this segment has been particularly affected by Match.com's cancellation process is speculative.

50. I reviewed data from the U.S. Census Bureau regarding the age and marital status of individuals in the U.S.⁸² The data show that there are approximately 253 million individuals in the U.S. aged 18 or older. Of these individuals, about 126 million were not married with a spouse present (i.e., they were single).⁸³ Of these single individuals, about 43% were age 45 or higher (i.e. Generation X or older).⁸⁴ Thus, older individuals make up a greater proportion of single individuals than legacy email service users do of all email service users in the data Dr. King reviewed. Dr. King states "over 37% of current users [of match.com] are aged 50+,"⁸⁵ which does not suggest older individuals account for an "unusual" number of the comments reviewed, since this group accounts for almost 43% of that population according to the Census Bureau.

51. Relatedly, an apparent implication of Dr. King's claims regarding older users is that Match.com targets an older demographic. While data show that Match.com is more popular with older users than mobile-based dating applications like Tinder, the data also show that Match.com users represent a diverse cross-section of ages. For example, a survey in 2018 by Morning Consult asked U.S. individuals about their favorite dating app.⁸⁶ Among users who stated a preference other than "None", Match.com was the only service that garnered more than 10% of responses for each age group. It was the most popular service amongst ages 30-44, 45-54, and 55-64, and the third most popular service among ages 18-29 and 65+. In contrast, other services much more clearly target older individuals. For example, only 8% of 18-29 year olds chose eHarmony, while this service was chosen by 25% and 33% of individuals aged 55-64 and 65+, respectively. A "religious based dating app" like Christian Mingle was selected by 4% of respondents

⁸² U.S. Census Bureau, "Table A1. Marital Status of People 15 Years and Over, by Age, Sex, and Personal Earnings: 2021," America's Families and Living Arrangements: 2021, <https://www.census.gov/data/tables/2021/demo/families/cps-2021.html>.

⁸³ These include married with spouse absent, widowed, divorced, separated, and never married.

⁸⁴ See workpapers to this report.

⁸⁵ Rebuttal Report of Dr. Jennifer King, May 15, 2023, p. 13.

⁸⁶ Morning Consult National Tracking Poll #180111, page 49, <http://www.statista.com/statistics/809450/us-users-favorite-dating-websites-apps-age-group/>.

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aged 18-29 and 5% of those 30-44, but was chosen by 17%, 14%, and 33% of those aged 45-54, 55-64, and 65+, respectively.⁸⁷

52. As a result, Dr. King has no basis for apparently claiming that older individuals were disproportionately harmed by Match.com's cancellation process.

A handwritten signature in black ink, reading "James Langenfeld". The signature is written in a cursive, flowing style.

James Langenfeld, Ph. D.

June 14, 2023

⁸⁷ See workpapers to this report.

Exhibit 1



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EDUCATION

Ph.D., WASHINGTON UNIVERSITY, Economics, 1983
A.B., GEORGETOWN UNIVERSITY, English Economics, 1971

PRESENT POSITIONS

Berkeley Research Group, June 2021 – present
Managing Director

PROFESSIONAL EXPERIENCE

Ankura, August 2018 – June 2021
Senior Managing Director

Johns Hopkins University, May 2017 – 2019
Adjunct Professor

Navigant Economics, July 2010 – August 2018
Managing Director and Head of Antitrust Applied Economics

Loyola University Chicago, School of Law, 2002 2018
Adjunct Professor

LECG, LLC, September 1995 – June 2010
Director

LEXECON INC., January 1994 - August 1995
Vice President

BUREAU OF ECONOMICS, FEDERAL TRADE COMMISSION, 1988-1993
Director for Antitrust

BUREAU OF ECONOMICS, FEDERAL TRADE COMMISSION, 1987-1988
Deputy Director of Economic Policy Analysis, Associate Director for Special Projects

ECONOMICS STAFF, GENERAL MOTORS CORPORATION, 1985-1987
Senior Economist

COMMISSIONER, FEDERAL TRADE COMMISSION, 1984-1985
Economic Advisor

BUREAUS OF COMPETITION AND CONSUMER PROTECTION,
FEDERAL TRADE COMMISSION, 1982-1984
Assistant to the Director

BUREAU OF ECONOMICS, FEDERAL TRADE COMMISSION, 1979-1982
Economist

UNIVERSITY OF MISSOURI, St. Louis, MO, 1978-1979
Instructor

CONFERENCE ON EDUCATION, 1977
Consultant

CENTER FOR THE STUDY OF AMERICAN BUSINESS, ECONOMICS DEPT.,
WASHINGTON UNIVERSITY, 1973-1977
Researcher



UNIVERSITY COLLEGE, WASHINGTON UNIVERSITY, 1974-1976

Instructor

SECTION OF MARKET DEVELOPMENT, AMTRAK, 1972-1973

Statistical Analyst

BUREAU OF ECONOMICS, INTERSTATE COMMERCE COMMISSION, 1971-1972

Economist

REFeree

Antitrust Bulletin

Antitrust Law Journal

Economic Inquiry

Global Competition Review

International Journal of the Economics of Business

Journal of Industrial Economics

Review of Industrial Organization

Stanford Journal of Complex Litigation

PROFESSIONAL ACTIVITIES

Co-Chair, ABA Section of Antitrust Law's Economics Committee

Advisory Board, American Antitrust Institute

Advisory Board, The Capitol Forum

American Economic Association

Editorial Board, *International Journal of the Economics of Business*

Editor-in-Chief, *Research in Law and Economics*

Liaison, American Bar Association Section of Litigation, Class Actions and Derivative Suits Committee

Member, American Bar Association Antitrust, Healthcare, Intellectual Property and Litigation Sections

U.S. Advisory Board, Institute for Consumer Antitrust Studies

AWARDS

Washington University in St. Louis Distinguished Alumni Award, 2018

Adolph G. Abramson Scroll for an outstanding article in *Business Economics*, 2005

Listed in Global Competition Review's *The Handbook of Competition Economists*, 2005-2018 and the Economist section of *An International Who's Who of Competition Lawyers*, 1997-2018

Honoree, Celebration of the Twentieth Anniversary of the 1982 Merger Guidelines, Department of Justice, June 10, 2002

FTC Distinguished Service Award, 1993

SES Meritorious Service Award, 1992

DISSERTATION

Federal Automobile Regulations, 1983



PAPERS AND PUBLICATIONS

- 1) “The Economics of Class Certification: Olean Wholesale Grocery v. Bumble Bee Foods,” with Chris Ring Langenfeld, prepared for the American Bar Association Antitrust Section’s 2023 Spring Meeting, February 2, 2023.
- 2) “United States - Economist's Perspective: Class actions – litigation, policy and latest developments,” with Robin Cantor, Jeffrey Klenk, and Chris Ring, *Global Competition Review*, December 2, 2022.
- 3) “The Economics of Class Certification: Olean Wholesale Grocery v. Bumble Bee Foods (with Christopher Ring), American Bar Association Antitrust Law Section, Economics Committee Newsletter, November 3, 2022. Available at https://www.americanbar.org/groups/antitrust_law/resources/newsletters/economics-class-certification-olean-v-bumble-bee/.
- 4) “The American Innovation and Choice Online Act (S.2992): Insights from Economics Regarding Self-Preferencing and Non-Discrimination” (with Christopher Ring and Lucia Castiblanco), American Bar Association Antitrust Law Section, Economics Committee Newsletter, March 23, 2022. Available at https://www.americanbar.org/groups/antitrust_law/publications/newsletters/american-innovation-choice-online-act/.
- 5) “With Big Tech Bracing for Antitrust Legislation, Here’s What You Need to Know about the Economics of Digital Platforms” (with Chris Ring), *ThinkSet*, March 2, 2022, <https://thinksetmag.com/insights/ts-big-tech-antitrust-legislation-digital>.
- 6) “A Step Forward or Backward: The Court’s Application of Geographic Market Definition Principles in *FTC et al. v. Thomas Jefferson University and Albert Einstein Healthcare*”, (with David Eisenstadt), *CPI Antitrust Chronicle*, May 11, 2021. Available at <https://www.competitionpolicyinternational.com/a-step-forward-or-backward-the-courts-application-of-geographic-market-definition-principles-in-ftc-et-al-v-thomas-jefferson-university-and-albert-einstein-healthcare/>.
- 7) “Regulating digital platforms: interoperability and data portability” (with Chris Ring and Samuel Clark), The New US Antitrust Administration, *Concurrences*, January 2021, 44-51. Available at <https://www.concurrences.com/fr/revue/issues/no-1-2021/dossier/the-new-us-antitrust-administration>.
- 8) “Analysis of Literature on Technology and Alternative Workforce Arrangements”, prepared for the Coalition for Workforce Innovation, filed with comments to the U.S. Department of Labor, Wage and Hour Division, regarding independent contractor status under the Fair Labor Standards Act: Notice of Proposed Rulemaking and Request for Comments, October 26, 2020.
- 9) “Price Gouging in the Time of COVID-19 (with Chris Ring and Luke Gelber), *ABA Economics Committee Newsletter*, Summer 2020, 1-7.
- 10) “How COVID-19 Applies To Weakened Competitor M A Defense (with Chris Ring), *Law360* June 2, 2020. Available at <https://www.law360.com/articles/1278639/how-covid-19-applies-to-weakened-competitor-m-a-defense>
- 11) “Prevention or Cure? Damages in Private Antitrust Claims in the US and the EU”, *Global Competition Litigation Review*, Volume 13, January 1, 2020.
- 12) “Does Crime Pay? Cartel Fines and Damages”, *ABA Economics Committee Newsletter*, Vol 19, No. 2, Spring 2018, 41-46.
- 13) “Reply to Connor and Lande on Cartel Overcharges”, *International Journal of the Economics of Business*, Vol. 24, Iss. 3, September 19, 2017, 339-343.
- 14) “The Empirical Basis for Antitrust: Cartels, Mergers, and Remedies”, *International Journal of the Economics of Business*, Vol. 24, Iss. 2, January 27, 2017, 233-250.
- 15) “The Need to Revise the U.S. Non-Horizontal Merger Guidelines”, *Concurrences*, No.



- 4, 2016, 51-58. Available at http://ssrn.com/abstract_2877780.
- 16) *Antitrust Law and Economics of Product Distribution*, 2nd ed. (ALEPD 2nd), co-editor (with uentin Wittrock and Theodore Banks), American Bar Association, 2016.
 - 17) “Economics Tools Used in Merger Control,” 7th ed. (with S Murthy Kambhampaty), *The Merger Control Review*, Law Business Research, July 2016, 10-29.
 - 18) “Hicks-Marshall Conditions and Defining Antitrust Markets for Intermediate Goods,” (with Jonathan T. Tomlin, David A. Weiskopf and Georgi Giozov), *Research in Law and Economics*, Vol. 27, November 23, 2015, 67-90.
 - 19) “Bayer or Walgreen’s? The Relationship of Premium and Value Brands in the United States,” (with Wenqing Li and Sophie Yang), in *Brands, Competition Law and IP*, Deven Desai, Ioannis Lianos and Spencer Waller (eds.), 2015, 25-47.
 - 20) “Economics Tools Used in Merger Control,” 6th ed. (with S Murthy Kambhampaty), *The Merger Control Review*, Law Business Research, July 2015, 3-19.
 - 21) “The Role of the Economic Expert in Damages Analyses,” (with Robert Kneuper), *Expert Witnesses*, American Bar Association Section of Litigation, October 6, 2014.
 - 22) “Antitrust Economics: Analysis of Alleged Illegal Tying,” (with Raleigh Richards), *The Colorado Lawyer*, Vol. 43, No. 10, October 2014, 27-32.
 - 23) “Asymmetric Price Increase in Critical Loss Analysis: Surreply to Daljord, S rgard, and Thomassen,” (with Wenqing Li), *Journal of Competition Law & Economics*, Vol. 10, No. 3, August 2014, 769-772.
 - 24) “The Role of Economics in Truncated Rule of Reason Analysis,” (with David Eisenstadt), *Antitrust*, Vol. 28, No. 3, July 2014.
 - 25) “Experts and Expert Depositions in Class Actions,” (with Daniel Barsky), *Class Actions & Derivative Suits*, American Bar Association Section of Litigation, June 3, 2014.
 - 26) “The Law and Economics of Class Actions: Yesterday, Today, and Tomorrow,” (with Raleigh Richards), *Research in Law and Economics*, Vol. 26, May 2014, 1-9. Also appears in *Economic Perspectives on Today’s Business Challenges*, May 2014, 33-39.
 - 27) “*FTC v. Actavis*: Courts Bring Economics Back to Reverse Payment Cases,” (with Sophie Yang), *Economic Perspectives on Today’s Business Challenges*, May 2014, 40-43.
 - 28) “Chapter 12: Using Econometrics to Estimate Damages,” (with Wenqing Li, Greg Leonard, and John Morris), in *Econometrics: Legal, Practical and Technical Issues*, Charles Biggio and Lawrence Wu (eds.), ABA Section of Antitrust Law, 2nd ed., March 2014.
 - 29) “Asymmetric Price Increase in Critical Loss Analysis: A Reply to Daljord, S rgard, and Thomassen,” (with Wenqing Li), *Journal of Competition Law & Economics*, Vol. 10, No. 2, February 2014, 495-503.
 - 30) “Evaluating the Size of ‘Reverse Payments’ in Light of the Supreme Court’s Decision in *FTC v. Actavis*,” *Competition Policy International Antitrust Chronicle*, Vol. 2, September 2013.
 - 31) “State Aid and Supply-Side Geographic Market Definition” (with Christopher Alexander), *European State Aid Law Quarterly*, Vol. 2, 2013, 362-370.
 - 32) “Commissioner Joshua Wright on Dynamic Competition and Innovation,” *Antitrust Source* 12, No. 4, April 2013, 78-82.
 - 33) “Overview of Antitrust Economics in the United States,” (with Stephan Levy), *The Handbook of Competition Economics*, 2013, 121-123.
 - 34) “Economic Analysis of Allegations in Cigarette Litigations and the Impact of FTC Regulation,” (with Brad Noffske), *Research in Law and Economics*, Vol. 25, 2013, 129- 233.
 - 35) “Chapter 8: Economic Experts,” (with Gregory G. Wrobel and Michael J. Waters), in *Private Enforcement of Antitrust Law in the United States*, ed. Albert A. Foer, et al. (Northampton, MA: Edward Elgar, 2012), 395-443.
 - 36) Review of *Market Power Handbook: Law and Economic Foundations*, 2nd edition,



- ABA Section of Antitrust Law, *Word Competition Law and Economics Review*, Vol. 35, No. 4, December 2012, 711-713.
- 37) "Chapter 2: Manufacturing Input Markets," (with William Nye, Louis Silvia, and Jonathan Tomlin) in ABA Section of Antitrust Law, *Market Definition in Antitrust: Theory and Case Studies*, 2012, 49-89.
 - 38) "Overview of Antitrust Economics in the United States," (with Stephan Levy), *The Handbook of Competition Economics*, 2012, 115-116.
 - 39) "The Potential Role of Civil Antitrust Damage Analysis in Determining Financial Penalties in Criminal Antitrust Cases," (with Robert Kneuper), *George Mason Law Review*, Vol. 18, No. 4, Summer 2011, 953-986.
 - 40) "Troubleshooting ACO Antitrust Enforcement," *Law360*, (with Tracey Klein), August 22, 2011. Available at <http://www.law360.com/articles/263798/troubleshooting-aco-antitrust-enforcement>
 - 41) "*Daubert* and Other Gatekeeping Challenges of Antitrust Experts: Appendix," (with Christopher Alexander), *Antitrust Source* 10, No. 6, August 2011, 21-28.
 - 42) "*Daubert* and Other Gatekeeping Challenges of Antitrust Experts," (with Christopher Alexander) *Antitrust* 25, No. 3, Summer 2011, 21-28.
 - 43) "Comment regarding the Proposed Policy Statement regarding Accountable Care Organizations (ACOs) participating in the Medicare Shared Savings Program (MSSP)," (with Tracey Klein), May 31, 2011.
 - 44) "Upward Pricing Pressure Analysis Under the 2010 Horizontal Merger Guidelines," *Antitrust* 25, Fall 2010, No. 1, 21-27.
 - 45) "2010 Horizontal Merger Guidelines: Changes in Policy, Transparency, Predictability," *CPI Antitrust Chronicle* 2, October 28, 2010. Available at <https://www.competitionpolicyinternational.com/2010-horizontal-merger-guidelines-changes-in-policy-transparency-predictability/>
 - 46) "Chapter 6: Econometrics and Regression Analysis," (with Wenqing Li, Greg Leonard and John Morris), *Proving Antitrust Damages: Legal and Economic Issues*, ABA Section of Antitrust Law, 2nd ed., 2010.
 - 47) "Daubert and Other Gatekeeping Challenges of Antitrust Economists," (with Chris Alexander), AAI Working Paper #08-06, March 10, 2010. Available at <http://ssrn.com/abstract=1337081>
 - 48) "Revising the Merger Guidelines," *GCP*, Release 1, December 2009.
 - 49) "Is GM the New Amtrak?" *The Daily Beast*, June 5, 2009. Available at <http://www.thedailybeast.com/blogs-and-stories/2009-06-05/is-gm-the-new-amtrak/>
 - 50) "Non-Horizontal Merger Guidelines in the United States and the European Commission: Time for The United States to Catch Up?," *George Mason Law Review*, Vol. 16, No. 4, Summer 2009, 851-884.
 - 51) "Needed Revisions of the Non-Horizontal Merger Guidelines," *The Threshold*, Vol. 9, No. 2, Spring 2009, 30-39.
 - 52) "Supplemental LECG Report Regarding Proposed Highmark/IBC Consolidation," (with Rob Kneuper), January 30, 2009. Available at <http://www.ins.state.pa.us/ins/lib/ins/highmark-ibc/1768.pdf>
 - 53) "LECG Report to the Pennsylvania Insurance Department Regarding Proposed Highmark/IBC Consolidation" (with Robert Kneuper), September 10, 2008. Available at <http://www.ins.state.pa.us/ins/lib/ins/highmark-ibc/1355.pdf>
 - 54) "The Potential Impact of *Twombly* on Antitrust Class Actions," (with Wendy Bloom) *GCP*, Release 2, June 2008.
 - 55) "Natural Experiments," (with Mary Coleman), *Issues in Competition Law and Policy*, ABA Section of Antitrust Law, Vol. 1, 2008, 743-772.



- 56) "Price Discrimination and the Cruise Line Industry: Implications for Market Definition, Competition, and Consumer Welfare," (with Wenqing Li), *International Journal of the Economics of Business*, Vol. 15, Issue 1, February 2008, 1-25.
- 57) "A: James Langenfeld on Using Econometrics to Estimate Damages," *LECG Library*, January 2008.
- 58) "The Future of US Federal Antitrust Enforcement: Learning From Past and Current Influences," (with Daniel R. Shulman), *The Sedona Conference Journal*, Vol. 8, Fall 2007, 1-15.
- 59) "Refining the *Matsushita* Standard and The Role Economics Can Play", (with James Morsch), *Loyola University Chicago Law Journal*, Vol. 38, No. 3, Spring 2007, 507-512.
- 60) "The Economics of High Tech Antitrust," (with Anne Layne-Farrar and Jorge Padilla), *Global Competition Review*, Vol. 10, Issue 4, April 2007, 35-38.
- 61) "Book review of Michael Whinston's *Lectures on Antitrust Economics*," *World Competition Law and Economics Review*, Vol. 30, March 2007, 174-175.
- 62) "The FTC's Study of Pharmacy Benefits Managers," (with Robert Maness), *Antitrust Health Care Chronicle*, Vol. 19, No. 4, January 2006, 23-29.
- 63) "The Benefits of Free Trade to U.S. Consumers," (with James Nieberding), *Business Economics*, Vol. 40, July 2005, 41-51.
- 64) "Economic Analyses of Patent Settlement Agreements: The Implementation of Specific Economic Tests, the Evaluation of Dynamic Efficiency, and the Scope of Patent Rights," (with Wenqing Li), *University of San Francisco Law Review*, Vol. 39, Issue 1, Fall 2004, 57-80.
- 65) "Federal Trade Commission Horizontal Restraint Cases: An Update," (with Louis Silvia), *The Antitrust Bulletin*, Vol. XLIX, No.3, Fall 2004, 521-591.
- 66) "How the 'Other Half' Lives: FTC Non-Merger Antitrust Enforcement," *The Antitrust Bulletin*, Vol. XLIX, No. 3, Fall 2004, 457-469.
- 67) "Competition, Consumer Awareness, and Distribution in the Contact Lens Industry," (with Robert Maness), June 24, 2004.
- 68) "Elzinga-Hogarty Tests and Alternative Approaches for Market Share Calculations in Hospital Markets," (with H.E. Frech III and R. Forrest McCluer), *Antitrust Law Journal*, Vol. 71, No. 3, 2004, 921-947.
- 69) "The Cost of PBM "Self-Dealing" Under a Medicare Prescription Drug Benefit," (with Robert Maness), September 2003.
- 70) "Economic Literature on Price Discrimination and its Application to the Uniform Pricing of Gasoline," (with Wenqing Li and George Schink), *International Journal of the Economics of Business*, Vol. 10, No. 2, July 2003, 179-193.
- 71) "Intellectual Property and Agreements to Settle Patent Disputes: The Case of Partial Settlement Agreement with Payments from Branded to Generic Drug Manufacturers," (with Wenqing Li), *Antitrust Law Journal*, Vol. 70, Issue 3, Spring 2003, 777-818.
- 72) "The Impact of Increases in Health Costs on Employment-Based Health Spending, the Number of Uninsured, Employment, and Wages for the United States and Each State 20003 – 2007," (with Richard Shin), prepared for the American Association of Health Plans, January 13, 2003.



- 73) "Oregon's Measure 23 Could Increase State Health Care Expenditures by 30% in 2005," (with Richard Shin), prepared for the American Association of Health Plans, October 9, 2002.
- 74) "Estimates of Private Employment-Based Insurance Spending In the United States and by State (and the District of Columbia) 2003-2007," (with Richard Shin), prepared for the American Association of Health Plans, September 24, 2002.
- 75) "Intellectual Property and Antitrust: Steps Toward Striking a Balance," *Case Western Reserve Law Review*, Vol. 52, No. 1, Fall 2001, 91-110.
- 76) "The Perfect Caper? Private Damages and The Microsoft Case," *The George Washington Law Review*, Vol. 69, No. 5/6, October/December 2001, 902-914.
- 77) "Oil Pipelines' Effects on Refined Products Prices," (with Mary Coleman and George Schink), presented Federal Trade Commission conference, *Factors that Affect Prices of Refined Petroleum Products*, August 2, 2001.
- 78) "The Use and Misuse of Critical Loss Analysis," (with Wenqing Li), *LECG Perspectives*, Vol. 2, No. 3, July 2001.
- 79) "Critical Loss Analysis in Evaluating Mergers," (with Wenqing Li), *Antitrust Bulletin*, Summer 2001, 299-337.
- 80) "Has Microsoft Committed the Perfect Caper?" (with Robert H. Lande), *FTC Watch*, No. 564, April 16, 2001, 11-13.
- 81) "Skepticism Overdone: Managed Care and Costs," (with H.E. Frech III), *Health Affairs*, November/December 2000, Vol. 19, No. 6, 305.
- 82) "Challenges to Managed Care Practices in Healthcare And Their Potential Effects," (with Michaelyn Corbett), *LECG Perspectives*, Vol. 1, No. 4, October 2000, 1-4.
- 83) "The Economics of Geographic Market Definition in the Sutter Health/Summit Merger," (with Wenqing Li), *Antitrust Health Care Chronicle*, Vol. 14, No. 3, Fall 2000, 11-12.
- 84) "Competition in U.S. Healthcare and Its Future," (with Michaelyn Corbett), *Global Competition Review*, Vol. 3, No. 4, August-September 2000, 29-30.
- 85) "Lost Profits from Patent Infringement: The Simulation Approach," (with Gregory J. Werden and Luke M. Froeb), *International Journal of the Economics of Business*, Vol. 7, No. 2, 2000, 213-227.
- 86) "The Impact of Antitrust Exemptions for Health Care Professionals on Health Care Costs," (with H.E. Frech III), Monograph, Prepared for the American Association of Health Plans, June 2000.
- 87) "Quantitative Techniques in Competition Analysis," (with Tom Hoehn, Melori Meschi and Len Waverman), *Global Competition Review*, Vol. 2, No. 5, October-November 1999, 27-28.
- 88) "Quantitative Techniques in Competition Analysis," (with Tom Hoehn, Melori Meschi and Len Waverman), prepared for the U.K. Office of Fair Trading, October 1999.
- 89) "Recent Trends in Merger Enforcement in the United States: The Increasing Impact of Economic Analysis," (with Robert H. Lande), *Comparative Law*, Vol. 15, 1998, 73-96.
- 90) "The Use of Customer Complaints in Antitrust Analysis," *Government Antitrust Litigation Advisory*, July 1998, 1-5.
- 91) "Antitrust Analysis and Remedies in High-Tech Industries," (with Mary Coleman), *Global Competition Review*, Vol. 1, No. 3, June/July 1998, 42-43.



- 92) ABA Antitrust Section, 1997 *Annual Review of Antitrust Law Developments* (1998) (Contributor).
- 93) "Programming Concerns in German Pay-TV," (with Steve Wildman and William Wagener), *The Global Competition Review*, Vol. 1, No. 2, April/May 1998, 47.
- 94) "The Triumph and Failure of the U.S. Merger Guidelines in Litigation," *The Global Competition Review*, Issue 1, December 1997/January 1998, 36-37.
- 95) "Cash Machines: Fee Disclosure and Competition v. Regulation," (with Alan Frankel), *The Global Competition Review*, August/September 1997, 31-32.
- 96) "Sea-Change or Submarkets? Federal Trade Commission v. Staples, Inc. and Office Depot, Inc.," (with Alan Frankel), *The Global Competition Review*, June/July 1997, 29-30.
- 97) "Antitrust and Intellectual Property: Landing on Patent Avenue in the Game of Monopoly," (with James Gould), *IDEA - The Journal of Law and Technology*, Vol. 37, No. 3, 1997, 449-89.
- 98) "From Surrogates to Stories: The Evolution of Federal Merger Policy," (with Robert Lande), *Antitrust*, Vol. 37, No. 3, Spring 1997, 5-9.
- 99) "The Merger Guidelines As Applied," in Malcolm Coate and Andrew Kleit (eds.), *The Economics of the Antitrust Process*, 1996, 41-64.
- 100) *Proving Antitrust Damages*, Section of Antitrust Law, American Bar Association, William Page (ed.), (co-author), 1996, 41-64.
- 101) "Antitrust and Agreements Among Health Care Providers: 'The Messenger Model,' Efficiencies, and Non-Exclusive Contracts," (with Richard Higgins), Southern Economic Association Meetings, New Orleans, LA, November 19, 1995.
- 102) "Competition Policy and Privatization During the Transition of Central and Eastern Europe to a Market Economy: An Organizational Perspective," (with Dennis Yao), in H. Thomas, D. O'Neal and J. Kelly (eds.), *Strategic Renaissance and Business Transformation*, 1995, 33-55.
- 103) "Competition Policy and Privatization in a Transition Economy: An Organizational Perspective," (with Dennis Yao), in H.J. Blommestein and B. Steunenberg (eds.) *Government and Markets*, 1994, 195-218.
- 104) "Economic Theories of the Potential Anticompetitive Impact of Physician Owned Joint Ventures," (with Michael Black), *Antitrust Bulletin*, Summer 1994, 385-414.
- 105) "Entry Under the Merger Guidelines, 1982-1992," (with Malcolm Coate), *Antitrust Bulletin*, Fall 1993, 557-592.
- 106) "The Federal Trade Commission's Horizontal Restraint Cases: An Economic Perspective," (with Louis Silvia), *Antitrust Law Journal*, Spring 1993, 653-697.
- 107) "Frontiers in Monopolization," (with Michael Black), in John Clark and Mary Lou Steptoe (eds.), *The Antitrust Division and the FTC Speak on Current Developments in Federal Antitrust Enforcement*, 1992 (New York: Practising Law Institute), Chapter 26, 647-662.
- 108) "Efficiencies in U.S. Merger Analysis," (with Timothy Deyak), *International Merger Law*, No. 25, September 1992.
- 109) "Chapter 19: Analysis of Nonprice Horizontal Restraints," (with Louis Silvia and Terry Winslow), in Von Kalinowski (ed.), *Antitrust Counseling and Litigation Techniques*, (New York: Matthew Bender, 1992), 19-1 – 19-57.
- 110) "Liberal Trade and Antitrust in Developing Nations," (with Roger Boner), *Regulation*, Spring 1992, 5-6.
- 111) "Hospital Mergers: Do U.S. Antitrust Agencies Follow the Government Guidelines?" (with Paul Pautler), *International Merger Law*, February 1992.
- 112) "Analyzing Agreements Among Competitors: What Does the Future Hold?" (with John Morris), *Antitrust Bulletin*, Fall 1991, 651-679.
- 113) "Is Competition Policy the Last Thing Central and Eastern Europe Need?" (with Marsha



- Blitzer), *American University Journal of International Law and Policy*, Vol. 6, No. 3, Spring 1991, 347-398.
- 114) "In Defense of Antitrust" (with John Morris), *Regulation*, Spring 1991, 2-4.
- 115) "Antitrust Enforcement: The Gray Area of Agreements Among Competitors," *ATRS Report*, Spring 1991, 3-20.
- 116) "Economic Analysis in Health Care Antitrust," (with M. Vita, P. Pautler, and L. Miller), *The Journal of Contemporary Health Law and Policy*, Vol. 7, Spring 1991, 73-116.
- 117) "The FTC in the 1980's," (with David Scheffman), *Industrial Organization Review*, Summer 1990, 79-98.
- 118) "Comment on Baker, 'Identifying Cartel Policing Under Short-Term Uncertainty'," *Journal of Law and Economics*, Vol. 32, No. 2, October 1989, S77-S82.
- 119) "Innovation and U.S. Competition Policy," (with David Scheffman), *Antitrust Bulletin*, Spring 1989, 1-63. Also published in *Aussenwirtschaft*, 43, Jahrgang 1988, 45-95.
- 120) "The Use of Customer Complaints in Antitrust Analysis," (with Steve Stockum), *ATRS Report*, Spring 1989, 3-13.
- 121) "Regulatory Reform: the Right Way and the Wrong Way," (with Thomas Walton), in Roger Meiners and Bruce Yandle (eds.), *Regulation and the Reagan Era: Politics, Bureaucracy and the Public Interest*, 1989, 41-71.
- 122) "Attorney Advertising and Competition at the Bar," (with Terry Calvani and Gordon Shuford), *Vanderbilt Law Review*, Vol. 41, May 1988, 761-788.
- 123) "How Can Guidelines Reduce the Uncertainties of Antitrust Enforcement?," *Antitrust Bulletin*, Fall 1987, 643-659.
- 124) "Settlement vs. Litigation in Antitrust Enforcement," (with Robert Rogowsky), in Mackay, Miller, and Yandle (eds.), *The Federal Trade Commission: The Political Economy of Regulation*, 1987, 205-219.
- 125) "Evolution or Revolution--What is the Future of Antitrust?" (with David Scheffman), *Antitrust Bulletin*, Summer 1986, 287-300.
- 126) "The Impact of Antitrust Guidelines on Business," *Contemporary Policy Issues*, July 1986, 22-29.
- 127) "The Effect of Warranties: A Comment," in Ippolito and Scheffman (eds.), *Empirical Approaches to Consumer Protection Economics* (Washington, D.C.: F.T.C., 1986), 105-107.
- 128) "CAFE Estimation Errors and Their Causes," (with Richard Schneider), presented at the Western Economic Association Meetings, San Francisco, July 1986.
- 129) "Financial Deregulation and Geographic Market Delineation: An Application of the Justice Guidelines to Banking," (with Joseph McKenzie), *Antitrust Bulletin*, Fall 1985, 695-712.
- 130) "An Overview of the Current Debate on Resale Price Maintenance," (with Terry Calvani), *Contemporary Policy Issues*, Spring 1985, 1-8.
- 131) "The Failing Industry Merger Defense: A Market Alternative to MITI," presented at the Southern Economic Association Meetings in Atlanta, Georgia, November 1984.
- 132) "Antitrust Enforcement and the Oil Industry: Mergers in an Industry of Giants," presented at the National Association of Attorneys General Oil Merger Seminar, Denver, Colorado, April 24-25, 1984.
- 133) "An Economic Analysis of the Law of Evidence Applied to the Subjective and Objective tests in an Entrapment Defense," (with Richard Higgins), presented at the International Atlantic Economic Conference in San Juan, Puerto Rico, March 1984.
- 134) "The Costs and Benefits of Automobile Emissions Controls and Safety Regulations," Working Paper of the Center for the Study of American Business, Washington University in St. Louis, October 1983, Revised January 1984.
- 135) "Federal Automobile Regulations," presented at the Industrial Organization Society Meetings in San Francisco, California, December 1983.
- 136) "Comment of the Staff of the F.T.C. on Certain Motor Vehicle and Certain Chassis and



Bodies Therefore, before the U.S. International Trade Commission, TA-201-44," (co-authored), October 1980.

- 137) "Demand Effects of Automobile Regulations," presented at the Econometric Society Meetings in Atlanta, Georgia, December 1979.
- 138) "The New Wave of Regulation: An Appraisal," *The Alternative: An American Spectator*, March 1976.
- 139) "Motor Carriers of Passengers," ICC Annual Report to Congress, 1972.
- 140) "Empirical Findings on Self Esteem: A Selected Survey," Appendix to P.S.L. Office of Education contract, 1971.
- 141) Assisted Murray L. Weidenbaum on Government Mandated Price Increases (AEI: 1975), "Private Advisors and Government Policymaking," *Policy Analysis*, Winter 1975, and "The Advantages of Credit on the Personal Income Tax," *George Washington Law Review*, March 1974.

While at the FTC, contributed to the U.S. Department of Justice and Federal Trade Commission 1992 Horizontal Merger Guidelines and the 1993 Statements of Enforcement Policy Relating to Health Care and Antitrust.



RECENT EXPERT TESTIMONIAL AND RELATED EXPERIENCE

Dr. Langenfeld has made many presentations and submitted reports to the Federal Trade Commission, the Department of Justice, various state agencies such as the Pennsylvania Insurance Department, the Department of Defense, the European Commission, and the Canadian Bureau of Competition Policy since leaving the FTC. These presentations involved a number of industries, including petroleum, healthcare, pharmaceuticals, medical devices, insurance, chemicals, construction equipment, computers, communications, defense, aerospace, food processing, baking, automobiles and trucks, and a large variety of consumer and industrial products. They covered economic analyses of mergers, monopolistic practices, collusion, consumer protection, and government regulation. He also often presents at conferences and seminars, covering a wide variety of economic, policy, damages, and strategic planning topics.

In addition to these presentations, Dr. Langenfeld has extensive experience testifying in federal and state courts, as well as before the European Commission. This formal testimonial and related experience covers antitrust, damages, class certification, intellectual property relating to patents and trade secrets, taxation regulation, and economic policy. Dr. Langenfeld's testimonial experience includes the following matters:

- 1) Deposition of James Langenfeld, Ph.D in Intermodal Motor Carriers Conference, American Trucking Associations, Inc., v. Ocean Carrier Equipment Management Association, Inc., et al., Docket No. 20-14, United States Federal Maritime Commission, April 1, 2022.
- 2) Testimony of James Langenfeld, Ph.D in Bellin Memorial Hospital, INC., v. Kinsey Kinsey, Inc., Brad Kinsey, and Brian M. Thome, Case No. 18-cv-348, State of Wisconsin Circuit Court Brown County, November 16, 2021.
- 3) Deposition of James Langenfeld, Ph.D in Honey Bum, LLC, v. Fashion Nova, INC, Richard D. Saghian, Case No.: 20-CV-11233, in the United States District Court of the Central District of California Western Division – Los Angeles, November 3, 2021.
- 4) Deposition of James Langenfeld, Ph.D. in Emergency Services of Oklahoma, PC, Oklahoma Emergency Services, PC, Emergency Physicians of Mid-America P.C., and South Central Emergency Services, PC, v. Aenta Health Inc., Aenta Health Insurance Company, and Aetna Life Insurance Company, Case No. 5:17-cv-00600-PRW, in the United States District Court for the Wester District of Oklahoma, October 14, 2021.
- 5) Arbitration Testimony of James Langenfeld, Ph. D. in US Worldmeds, LLC., v. Piramal Pharma Solutions, INC., Case No. 01-20-0000-5191, American Arbitration Association, May 11-12, 2021.
- 6) Deposition of James Langenfeld, Ph.D. in US Worldmeds, LLC v. Piramal Pharma Solitons, INC., Case No. 01-20-0000-5191, American Arbitration Association, March 12, 2021.
- 7) Deposition of James Langenfeld, Ph.D. in Bellin Memorial Hospital, INC., v. Kinsey Kinsey, Inc., Brad Kinsey, and Brian M. Thome., Case No. 18-cv-348, State of Wisconsin Circuit Court Brown County, September 21, 2020.
- 8) Trial Testimony of James Langenfeld, Ph.D. in Ashraf O. Hamideh, an individual, Pouya Abdolrasoul, an individual, all in their representative capacity on behalf of themselves and other current and former employees, Plaintiffs vs. Wells Fargo Bank, N.A., Case No. 37-2017-00045253-CU-OE-CTL, in the Superior Court of the State of California County of San Diego, February 20, 2020.



- 9) Deposition of James Langenfeld, Ph.D. in re Bearings Cases, Case No. 12-MD-02311, in the United States District Court, Eastern District of Michigan, Southern Division, November 15, 2019.
- 10) Deposition of James Langenfeld Ph.D in Barbara Ruotolo, Edward Williams, and Chris Kalhoon, v. Lyft, Inc., Case Nos. AAA 01-18-0003-9788, 01-18-0003-9792, 01-18-0003-9782, American Arbitration Association, August 22, 2019.

Exhibit 2
Materials Considered

Legal Documents
Expert Report of Brandon Ward Regarding Match.com's Online Subscription Cancellation Flow, January 13, 2023
Expert Report of Dr. Jennifer King, January 13, 2023
First Amended Complaint for Permanent Injunction, Monetary Relief, Civil Penalties, and Other Relief, Case No. 3:19-cv-02281, July 18, 2022.
Plaintiff's Second Amended Initial Disclosure, May 19, 2023
Plaintiff's Third Amended Responses to Defendants' First Set of Interrogatories, May 19, 2023
Plaintiff's Third Amended Responses to Defendants' First Set of Interrogatories, November 29, 2022
Rebuttal of Dr. King's Report Regarding Match.com's Online Subscription Cancellation Flow, May 15, 2023
Rebuttal Report of Dr. Jennifer King, May 15, 2023
Public Materials
American Economic Association, "What is economics?" https://www.aeaweb.org/resources/students/what-is-economics . Dwivedi, D.N., "Microeconomics: Theory Applications," 2006
Department of Health and Human Services, RAT-STATS 2010 User Guide, Version 1, https://oig.hhs.gov/documents/rat-stats/835/UserGuide2010_04js.pdf
Federal Register, Vol. 88, No. 78, April 24, 2023, pp. 24716-24739, https://www.federalregister.gov/documents/2023/04/24/2023-07035/negative-option-rule
Friedman, D. D., "Law's order: What economics has to do with law and why it matters," Princeton University Press, 2000
Hong, Yongmiao, "Probability and Statistics for Economists," World Scientific Publishing Company, 2017
Hood, Christopher, "Credit claiming, blame avoidance, and negativity bias," in The Blame Game: Spin, bureaucracy and self-preservation in government, Princeton University 1-23, 2013 http://www.match.com
Hu, N., Pavlou, P. A., and Zhang, J., "On self-selection biases in online product reviews," MIS quarterly, 41(2), 2017, 449-475
Ito, Tiffany A., Jeff T. Larsen, N. Kyle Smith, and John T. Cacioppo, "Negative information weighs more heavily on the brain: the negativity bias in evaluative categorizations," Journal of Personality and Social Psychology 75(4), 1998, 887-900.
Kahneman, Daniel and Amos Tversky, "Prospect theory: An analysis of decision under risk." Econometrica 47.2, 1979, 363-391
Kaye, David H. and David A Freedman, "Reference Guide on Statistics," Reference Manual on Scientific Evidence: Third Edition, National Academy of Sciences, 2011
Levitt, Steven D., "Why Do People Post Reviews on Amazon?," Freakonomics, July 22, 2005, https://freakonomics.com/2005/07/why-do-people-post-reviews-on-amazon/
Loranger, Hoa, "The Negativity Bias in User Experience," Nielsen Norman Group, October 23, 2016, https://www.nngroup.com/articles/negativity-bias-ux/ .
Match Group, Inc., 2022 Form 10-K
Match Group, LLC, "Our Company," https://mtch.com/ourcompany
Morning Consult National National Tracking Poll #180111, page 49, http://www.statista.com/statistics/809450/us-users-favorite-dating-websites-apps-age-group/

Pappalardo, J.K., “Economics of Consumer Protection: Contributions and Challenges in Estimating Consumer Injury and Evaluating Consumer Protection Policy,” Journal of Consumer Policy (2022) 45:201–238
Rozin, Paul, and Royzman, Edward B., “Negativity Bias, Negativity Dominance, and Contagion,” Personality and Social Psychology Review 5(4), 2001, 296-320.
Runge, J., Wentzel, D., Huh, J.Y., and Change, A., “Dark patterns in online services: a motivating study and agenda for future research,” Marketing Letters, 2023, 34:155-160
Sauro, Jeff, 2011, “What Is A Good Task-Completion Rate? – MeasuringU.” March 21, 2011, https://measuringu.com/task-completion/
Sauro, Jeff, and James Lewis, “ Quantifying the User Experience: Practical Statistics for User Research,” 2nd Edition, 2016
Schupp, Harald T., Arne Öhman, Markus Junghöfer, Almut I. Weike, Jessica Stockburger, and Alfons O. Hamm, “The facilitated processing of threatening faces: an ERP analysis,” Emotion 4(2), 2004, 189–200
U.S. Census Bureau, “Table A1. Marital Status of People 15 Years and Over, by Age, Sex, and Personal Earnings: 2021,” America’s Families and Living Arrangements: 2021, https://www.census.gov/data/tables/2021/demo/families/cps-2021.html
Interviews
Jim Talbott, Web Analyst, Match.com, February 13, 2023, February 28, 2023, March 10, 2023, April 10, 2023, May 31, 2023, and June 13, 2023.
Bates Numbered Materials
F01-MG-0028502
MATCHFTC551250
MATCHFTC561431
MATCHFTC772558
MATCHFTC772558
MATCHFTC773498
MATCHFTC774721
MATCHFTC774726
MATCHFTC776031
MATCHFTC776595
MATCHFTC776595
MATCHFTC776596
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MATCHFTC846536

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MATCHFTC846947

EXHIBIT 80-2

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